



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY
साप्ताहिक
WEEKLY

सं. 25] नई दिल्ली, जून 17—जून 23, 2012, शनिवार/ज्येष्ठ 27—आषाढ़ 2, 1934
No. 25] NEW DELHI, JUNE 17—JUNE 23, 2012, SATURDAY/JYAISTHA 27—ASADHA 2, 1934

भाग में धिन पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

शुद्धि-पत्र

नई दिल्ली, 4 जून, 2012

का.आ. 2048.—भारत के उच्चतम न्यायालय में भारत के अपर महासालिसिटर (प्रत्यक्ष कर) के पद से श्री विवेक के. तन्खा, वरिष्ठ अधिवक्ता का तारीख 11-4-2012 से त्यागपत्र स्वीकार किए जाने के बारे में जारी की गई इस विभाग की तारीख 30 मई, 2012 की अधिसूचना सं. एफ. 18(5)/2009-न्यायिक में आंशिक संशोधन करते हुए, त्यागपत्र स्वीकार किए जाने की तारीख 11-4-2012 के स्थान पर 16-4-2012 पढ़ी जाए।

[सं. एफ. 18(5)/2009-न्यायिक]

सुरेश चन्द्र, संयुक्त सचिव एवं विधि सलाहकार

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

CORRIGENDUM

New Delhi, the 4th June, 2012

S.O. 2048.—In partial modification of this Department's Notification F.No. 18(5)/2009-Judl., dated 30th

2081 GI/2012

(5023)

May, 2012 accepting resignation of Shri Vivek K. Tankha, Senior Advocate as Additional Solicitor General of India (Direct Taxes) in the Supreme Court w.e.f. 11-4-2012, the date of acceptance of resignation may be read as 16-4-2012, instead of 11-4-2012.

[No. F. 18(5)/2009-Judl.]

SURESH CHANDRA, Jt. Secy. and Legal Adviser

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 12 जून, 2012

का.आ. 2049.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार, भारतीय रिज़र्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10 की उप-धारा (1) के खण्ड (ग) के उप-खण्ड (झ) के उपबंध ओरियंटल बैंक आफ कामर्स पर लागू नहीं होंगे, जहां तक उनका संबंध बैंक के अध्यक्ष एवं प्रबंध निदेशक श्री एस. एल. बंसल के केनरा एचएसबीसी ओरियंटल बैंक ऑफ कामर्स लाइफ इंश्योरेंस कंपनी लिमिटेड के बोर्ड के अध्यक्ष (गैर-कार्यपालक) के रूप में नामित होने से है।

[फा. सं. 13/2/2012-बीओ-11]

विजय मल्होत्रा, अपर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 12th June, 2012

S.O. 2049.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Government of India on the recommendation of the Reserve Bank of India, hereby declare that the provisions of sub-clause (i) of clause (c) of sub-section (1) of Section 10 of the said Act shall not apply to Oriental Bank of Commerce in so far as it relates to the nomination of Shri S.L. Bansal, Chairman and Managing Director of the bank as a nominee director (non-executive) on Board of Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd.

[F. No. 13/2/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 13 जून, 2012

का.आ. 2050.—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उप-धारा (4) के साथ पठित उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, डॉ. के. सी. चक्रवर्ती (जन्म तिथि : 27-6-1952) को 14 जून, 2012 के बाद तीन महीने की आगामी अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, भारतीय रिजर्व बैंक के उप-गवर्नर के रूप में पुनर्नियुक्त करती है।

[फा. सं. 7/1/2012-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 13th June, 2012

S.O. 2050.—In exercise of the powers conferred by clause (a) of sub-section (1) read with sub-section (4) of Section 8 of the Reserve Bank of India Act, 1934, the Central Government hereby re-appoints Dr. K.C. Chakraborty (DoB : 27-6-1952), as Deputy Governor, Reserve Bank of India for a further period of three months beyond 14th June, 2012 or until further orders, whichever is earlier.

[F. No. 7/1/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 14 जून, 2012

का.आ. 2051.—राष्ट्रीय आवास बैंक अधिनियम, 1987 (1987 का 53) की धारा 6 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, इस अधिसूचना के जारी होने की तारीख से तीन वर्ष की अवधि के लिए निम्नलिखित व्यक्तियों को राष्ट्रीय आवास बैंक (एनएचबी) के निदेशक-मण्डल में निदेशक के रूप में नियुक्त करती है :—

- (i) डॉ. संतोष चन्द्र पाण्डा, विशेषज्ञ-अर्थशास्त्री, प्रोफेसर, अर्थशास्त्र, दिल्ली स्कूल ऑफ इकोनॉमिक्स और कार्यकारी निदेशक, सेंटर फॉर डेव. इकोनॉमिक्स, दिल्ली स्कूल ऑफ इकोनॉमिक्स।
- (ii) डॉ. नीलिमा रिस्बुद, अध्यक्ष, हाउसिंग कोऑर्डिनेटर विभाग, राष्ट्रीय संसाधन केन्द्र आवास एवं शहरी गरीबी उन्मूलन मंत्रालय, नई दिल्ली।

[फा. सं. 24/17/2010-आईएफ-II]

रमण कुमार गौड़, अवर सचिव

New Delhi, the 14th June, 2012

S.O. 2051.—In exercise of the powers conferred by clause (b) of sub-section (1) of Section 6 of the National Housing Bank Act, 1987 (53 of 1987), the Central Government hereby appoints the following persons to be the directors on the Board of Directors of National Housing Bank (NHB) for a period of three years with effect from the date of issue of this notification:

- (i) Dr. Santosh Chandra Panda, Expert-Economics, Prof. of Economics, Delhi School of Economic and ED, Centre for Dev. Economics, Delhi School of Economics.
- (ii) Dr. Neelima Risbud, Head Dept. of Housing Co-ordinator, National Resource Centre, Ministry of Housing and Urban Poverty Alleviation, New Delhi—

[F. No. 24/17/2010-IF-II]

RAMAN KUMAR GAUR, Under Secy.

नई दिल्ली, 18 जून, 2012

का.आ. 2052.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) और खंड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, बैंक आफ महाराष्ट्र के महाप्रबंधक श्री एस. डी. आर्य (जन्म तिथि : 25-9-1956) को उनके पदभार ग्रहण करने की तारीख से 30-9-2016 तक अर्थात् उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, युनाइटेड बैंक ऑफ इंडिया के कार्यपालक निदेशक के रूप में नियुक्त करती है।

[फा. सं. 4/5/2011-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 18th June, 2012

S.O. 2052.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of Clause 8 of The Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri S.D. Arya (DoB : 25-9-1956), General Manager, Bank of Maharashtra as Executive Director, United Bank of India, with effect from the date of his taking over charge of the post till 30-9-2016, i.e. the date of his superannuation or until further orders, whichever is earlier.

[F. No. 4/5/2011-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 18 जून, 2012

का.आ. 2053.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) और खंड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन

एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिज़र्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, आन्ध्रा बैंक के महाप्रबंधक श्री पी. श्रीनिवास (जन्म तिथि : 10-6-1956) को उनके पदभार ग्रहण करने की तारीख से 30-6-2016 तक अर्थात् उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, बैंक ऑफ बड़ौदा के कार्यपालक निदेशक के रूप में नियुक्त करती है।

[फा. सं. 4/5/2011-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 18th June, 2012

S.O. 2053.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of Clause 8 of The Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri P. Srinivas (DoB : 10-6-1956), General Manager, Andhra Bank as Executive Director, Bank of Baroda, with effect from the date of his taking over charge of the post till 30-6-2016, i.e. the date of his superannuation or until further orders, whichever is earlier.

[F. No. 4/5/2011-BO-1]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 18 जून, 2012

का.आ. 2054.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खंड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिज़र्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, पंजाब नेशनल बैंक के महाप्रबंधक श्री बी. पी. शर्मा (जन्म तिथि 1-8-1956) को उनके पदभार ग्रहण करने की तारीख से 31-8-2016 तक अर्थात् उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, बैंक ऑफ इंडिया के कार्यपालक निदेशक के रूप में नियुक्त करती है।

[फा. सं. 4/5/2011-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 18th June, 2012

S.O. 2054.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of Clause 8 of The Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri B. P. Sharma (DoB : 1-8-1956), General Manager, Punjab National Bank

as Executive Director, Bank of India, with effect from the date of his taking over charge of the post till 31-7-2016, i.e. the date of his superannuation or until further orders, whichever is earlier.

[F. No. 4/5/2011-BO-1]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 18 जून, 2012

का.आ. 2055.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खंड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिज़र्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, देना बैंक के महाप्रबंधक श्री साधु राम बंसल (जन्म तिथि : 3-1-1956) को उनके पदभार ग्रहण करने की तारीख से 31-1-2016 तक अर्थात् उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, पंजाब नेशनल बैंक के कार्यपालक निदेशक के रूप में नियुक्त करती है।

[फा. सं. 4/5/2011-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 18th June, 2012

S.O. 2055.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of Clause 8 of The Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Sadhu Ram Bansal (DoB : 3-1-1956), General Manager, Dena Bank as Executive Director, Punjab National Bank, with effect from the date of his taking over charge of the post till 31-1-2016, i.e. the date of his superannuation or until further orders, whichever is earlier.

[F. No. 4/5/2011-BO-1]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 18 जून, 2012

का.आ. 2056.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) और खंड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिज़र्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, देना बैंक के महाप्रबंधक श्री सुधीर कुमार जैन (जन्म तिथि : 21-7-1960) को उनके पदभार ग्रहण करने की तारीख से पांच वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बैंक ऑफ बड़ौदा के कार्यपालक निदेशक के रूप में नियुक्त करती है।

[फा. सं. 4/5/2011-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 18th June, 2012

S.O. 2056.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of Clause 8 of The Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Sudhir Kumar Jain (DoB:21-7-1960), General Manager, Dena Bank as Executive Director, Bank of Baroda, with effect from the date of his taking over charge of the post for a period of five years, or until further orders, whichever is earlier.

[F. No. 4/5/2011-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 18 जून, 2012

का.आ. 2057.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खंड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात, एतद्वारा, बैंक ऑफ बड़ौदा के महाप्रबंधक श्री अरुण तिवारी (जन्म तिथि 1-7-1957) को उनके पदभार ग्रहण करने की तारीख से पांच वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, इलाहाबाद बैंक के कार्यपालक निदेशक के रूप में नियुक्त करती है।

[फा. सं. 4/5/2011-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 18th June, 2012

S.O. 2057.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of Clause 8 of The Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Arun Tiwari (DoB: 1-7-1957), General Manager, Bank of Baroda as Executive Director, Allahabad Bank with effect from the date of his taking over charge of the post for a period of five years, or until further orders, whichever is earlier.

[F. No. 4/5/2011-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 18 जून, 2012

का.आ. 2058.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खंड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात, एतद्वारा,

कापेरिशन बैंक के महाप्रबंधक श्री के. रामदास शेनॉय (जन्म तिथि 31-10-1955) को उनके पदभार ग्रहण करने की तारीख से 31-10-2015 तक अर्थात् उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, विजया बैंक के कार्यपालक निदेशक के रूप में नियुक्त करती है।

[फा. सं. 4/5/2011-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 18th June, 2012

S.O. 2058.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of Clause 8 of The Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri K. Ramadas Shenoy (DoB:31-10-1955), General Manager, Corporation Bank as Executive Director, Vijaya Bank, with effect from the date of his taking over charge of the post till 31-10-2015, i.e. the date of his superannuation or until further orders, whichever is earlier.

[F. No. 4/5/2011-BO-I]

VIJAY MALHOTRA, Under Secy.

अन्तरिक्ष विभाग

बैंगलूर, 11 जून, 2012

का.आ. 2059.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में एतद्वारा अन्तरिक्ष विभाग के निम्नलिखित कार्यालय, जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

1. अमोनियम परक्लोरेट परीक्षणात्मक संयंत्र (एपीईपी),

अलुवा-683112

2. इसरो जड़त्वीय प्रणाली यूनिट (आईआईएसयू)

तिरुवनन्तपुरम-695013

[फा. सं. 8/1/10/2011 हिं.]

एन. पट्टाभि रामन, अवर सचिव

DEPARTMENT OF SPACE

Bangalore, the 11th June, 2012

S.O. 2059.—In pursuance of Sub-rule (4) of the Rule 10 of the Official Language (use for official purpose of the Union) Rule, 1976, the Central Government, hereby notifies the following Offices of the Department of Space, whereof more than 80 percent staff have acquired the working knowledge of Hindi.

1. Amonium Perchlorate Experimental Plant (APEP),

Aluva-683112

2. ISRO Inertial Systems Unit (ISU)

Thiruvananthapuram-695013

[F. No. 8/1/10/2011-II]

N. PATTABHI RAMAN, Under Secy.

वाणिज्य एवं उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 8 जून, 2012

का.आ. 2060.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) के साथ पठित निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स थेराप्यूटिक्स केमिकल रिसर्च कॉर्पोरेशन, नं. 02-03, प्रथम तल, क्लासिक बिल्डिंग, अपोजिट रायकोन होटल, वास्को-दा-गामा, गोवा-403802 को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की कालावधि के लिए वाणिज्य मंत्रालय की अधिसूचना संख्यांक, का.आ. 3975 तारीख 20 दिसम्बर, 1965 में उपाबद्ध अनुसूची में विनिर्दिष्ट खनिजों तथा अयस्कों ग्रुप-1 अर्थात् लौह अयस्क और मैंगनीज अयस्क, मैंगनीज डाइआक्साइड को छोड़कर उक्त खनिजों और अयस्कों के निर्यात से पूर्व निम्नलिखित शर्तों के अधीन गोवा में, निरीक्षण करने के लिए एक अधिकरण के रूप में मान्यता प्रदान करती है, अर्थात् :-

- (i) मैसर्स थेराप्यूटिक्स केमिकल रिसर्च कॉर्पोरेशन, नं. 02-03, प्रथम तल, क्लासिक बिल्डिंग, अपोजिट रायकोन होटल, वास्को-दा-गामा, गोवा-403802 खनिज और अयस्क ग्रुप-1 (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण का प्रमाणपत्र देने के लिए उनके द्वारा अपनाई गई पद्धति परीक्षण करने के लिए, इस निमित्त निर्यात निरीक्षण परिषद द्वारा नामित अधिकारियों को पर्याप्त सुविधाएं देगी,
- (ii) मैसर्स थेराप्यूटिक्स केमिकल रिसर्च कॉर्पोरेशन, नं. 02-03, प्रथम तल, क्लासिक बिल्डिंग, अपोजिट रायकोन होटल, वास्को-दा-गामा, गोवा-403802 इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण और क्वालिटी नियंत्रण) द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगी।

[फा. सं. 4/13/2011-निर्यात निरीक्षण]

डॉ. एस. डेसी, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 8th June, 2012

S.O. 2060.—In exercise of the powers conferred by the sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises, M/s Therapeutics Chemical Research Corporation, located at No. 02 & 03, First Floor, Classic Building, Opposite Ricone Hotel, Vasco-da-Gama, Goa-403802, as an Agency for a period of three years from the date of publication of this notification, for the inspection of Minerals and Ores Group-I, namely, Iron Ore and Manganese ore excluding Manganese Dioxide, specified in the Schedule annexed to the Ministry of Commerce notification number S.O. 3975

dated the 20th December 1965, prior to export of said minerals and ores at Goa, subject to the following conditions, namely :—

- (i) M/s. Therapeutics Chemical Research Corporation, No. 02 & 03, First Floor, Classic Building, Opposite Ricone Hotel, Vasco-da-Gama, Goa-403802, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the "Certificate of Inspection" under rule 4 of the Export of Minerals and Ores - Group I (Inspection) Rules, 1965;
- (ii) M/s. Therapeutics Chemical Research Corporation, No. 02 & 03, First Floor, Classic Building, Opposite Ricone Hotel, Vasco-da-Gama, Goa-403802, in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control) may give in writing from time to time.

[F. No. 4/13/2011-Export Inspection]

D. S. DHESI, Jt. Secy.

नई दिल्ली, 8 जून, 2012

का.आ. 2061.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के साथ पठित निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स मित्रा एस. के. प्राइवेट लिमिटेड, "मैरीन आफिस काम्पलेक्स" मोहसिन इस्टेट, ऊपरी मंजिल, डी नं. 23-3-6, 75 फीट रोड (पुराना बस स्टैंड के निकट) विशाखापत्तनम-530001, को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार के तत्कालीन वाणिज्य मंत्रालय की अधिसूचना संख्यांक, का.आ. 3975 तारीख 20 दिसम्बर, 1965 से उपाबद्ध अनुसूची में यथाविनिर्दिष्ट खनिज और अयस्क समूह-1, अर्थात् लौह अयस्क, मैंगनीज अयस्क और फेरोमैंगनीज का निर्यात से पूर्व निम्नलिखित शर्तों के अधीन रहते हुए विशाखापत्तनम में उक्त खनिजों और अयस्कों का निरीक्षण करने के लिए एक अधिकरण के रूप में मान्यता प्रदान करती है, अर्थात् :-

- (i) मैसर्स मित्रा एस. के. प्राइवेट लिमिटेड, "मैरीन आफिस काम्पलेक्स" मोहसिन इस्टेट, ऊपरी मंजिल, डी नं. 23-3-6, 75 फीट रोड (पुराना बस स्टैंड के निकट) विशाखापत्तनम-530001, खनिज और अयस्क समूह-1 का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण का प्रमाणपत्र देने के लिए उनके द्वारा अपनाई गई निरीक्षण पद्धति का परीक्षण करने के लिए, इस निमित्त निर्यात निरीक्षण परिषद द्वारा नामनिर्देशित अधिकारियों को पर्याप्त सुविधाएं देगी; और
- (ii) मैसर्स मित्रा एस. के. प्राइवेट लिमिटेड, "मैरीन आफिस काम्पलेक्स" मोहसिन इस्टेट, ऊपरी मंजिल, डी नं. 23-3-6, 75 फीट रोड (पुराना बस स्टैंड के निकट)

विशाखापत्तनम-530001, इस अधिसूचना के अधीन अपने कृत्यों के पालन में ऐसे निर्देशों से आबद्ध होगी जो, निदेशक (निरीक्षण और क्वालिटी नियंत्रण), निर्यात निरीक्षण परिषद द्वारा समय-समय पर लिखित में दिए जाएं।

[फा. सं. 4/2/2012-निर्यात निरीक्षण]

डी. एस. डेसी, संयुक्त सचिव

New Delhi, the 8th June, 2012

S.O. 2061.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s Mitra S.K. Pvt. Ltd. located at Mohsin Estates, Top Floor, 'Marine Office Complex', Door No. 23-3-6, 75 Feet Road (Near Old Bus Stand), Visakhapatnam-530 001, as an agency for a period of three years from the date of publication of this notification, for the inspection of Minerals and Ores Group-I, namely, Iron Ore, Manganese Ore and Ferro Manganese, specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce number S.O. 3975, dated the 20th December, 1965, prior to export of the said Minerals and Ores at Visakhapatnam, subject to the following conditions, namely :—

- (i) that M/s Mitra S.K. Pvt. Ltd., Mohsin Estates, Top Floor, 'Marine Office Complex', Door No. 23-3-6, 75 Feet Road (Near Old Bus Stand), Visakhapatnam-530 001, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in carrying out the inspection under rule 4 of the Export of Minerals and Ores, Group-I (Inspection) Rules, 1965; and
- (ii) that M/s Mitra S.K. Pvt. Ltd., Mohsin Estates, Top Floor, 'Marine Office Complex', Door No. 23-3-6, 75 Feet Road (Near Old Bus Stand), Visakhapatnam-530 001, in the performance of their function under this notification shall be bound by such directions as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F. No. 4/2/2012-Export Inspection]

D. S. DHESI, Jt. Secy.

नई दिल्ली, 8 जून, 2012

का.आ. 2062.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) के साथ पठित निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सुपरिटेण्डेंस कंपनी ऑफ इंडिया (प्राइवेट) लिमिटेड, पी.ओ. नालदा, जिला क्यौंझार, उड़ीसा-758042 को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से तीन वर्ष की

कालावधि के लिए भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना संख्यांक का.आ. 3975 तारीख 20 दिसम्बर, 1965 में उपाबद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क, ग्रुप-1 अर्थात् लौह अयस्क के निर्यात से पूर्व निम्नलिखित शर्तों के अधीन उक्त खनिजों और अयस्कों का नालदा में, निरीक्षण करने के लिए एक अधिकरण के रूप में मान्यता प्रदान करती है, अर्थात् :—

- (i) यह कि मैसर्स सुपरिटेण्डेंस कंपनी ऑफ इंडिया (प्राइवेट) लिमिटेड, नालदा, क्यौंझार, उड़ीसा-758042 खनिजों और अयस्कों, समूह-1 का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन उनके द्वारा अनुरक्षण की गई निरीक्षण की पद्धति का परीक्षण करने के लिए, इस निमित्त निर्यात निरीक्षण परिषद द्वारा नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगी; और
- (ii) यह कि मैसर्स सुपरिटेण्डेंस कंपनी ऑफ इंडिया (प्राइवेट) लिमिटेड, नालदा, क्यौंझार, उड़ीसा-758042, इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण और क्वालिटी नियंत्रण) द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होगी।

[फा. सं. 4/6/2012 निर्यात निरीक्षण]

डी. एस. डेसी, संयुक्त सचिव

New Delhi, the 8th June, 2012

S.O. 2062.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s Superintendence Company of India (Private) Ltd., P.O. Nalda, Keonjhar, Odisha-758042, as an agency for a period of three years from the date of publication of this notification in the Official Gazette, for the inspection of Minerals and Ores Group-I, namely, Iron Ore, specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce, number S.O. 3975, dated the 20th December, 1965, prior to export of the said Minerals and Ores at Nalda, subject to the following conditions, namely :—

- (i) that M/s Superintendence Company of India (P) Ltd., P.O. Nalda, Keonjhar, Odisha-758 042, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in carrying out the inspection under rule 4 of the Export of Minerals and Ores, Group-I (Inspection) Rules, 1965; and
- (ii) that M/s Superintendence Company of India (P) Ltd., P.O. Nalda, Keonjhar, Odisha-758 042, in the performance of their function under this notification

shall be bound by such directions as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F. No. 4/6/2012-Export Inspection]

D. S. DHESI, Jt. Secy.

नई दिल्ली, 8 जून, 2012

का.आ. 2063.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) के साथ पठित निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स ईटालैब प्राइवेट लिमिटेड, "साई सदन", 24-3-6, मेन रोड, पुराने पोस्ट ऑफिस के निकट, विशाखा-पत्तनम-530001 को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय, की अधिसूचना सं. का.आ. 3975 तारीख 20 दिसम्बर, 1965 के साथ उपाबद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क समूह-1, अर्थात् लौह अयस्क के निर्यात से पूर्व निम्नलिखित शर्तों के अधीन उक्त खनिजों और अयस्कों का विशाखापत्तनम में, निरीक्षण करने के लिए एक अधिकरण के रूप में मान्यता देती है, अर्थात् :-

- (i) मैसर्स ईटालैब प्राइवेट लिमिटेड, "साई सदन", 24-3-6, मेन रोड, पुराने पोस्ट ऑफिस के निकट, विशाखा-पत्तनम-530001 खनिजों और अयस्कों, समूह-1 का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण का प्रमाणपत्र अनुदत्त करने के लिए उनके द्वारा अनुसरण की गई निरीक्षण की पद्धति का परीक्षण करने के लिए, इस निमित्त निर्यात निरीक्षण परिषद् द्वारा नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगा; और
- (ii) मैसर्स ईटालैब प्राइवेट लिमिटेड, "साई सदन", 24-3-6, मेन रोड, पुराने पोस्ट ऑफिस के निकट, विशाखापत्तनम-530001, इस अधिसूचना के अधीन अपने कृत्यों के पालन में ऐसे निर्देशों द्वारा आबद्ध होगा जो, निदेशक (निरीक्षण और क्वालिटी नियंत्रण), निर्यात निरीक्षण परिषद् द्वारा समय-समय पर लिखित में दिए जाएं।

[फा. सं. 4/1/2012-निर्यात निरीक्षण]

डी. एस. डेसी, संयुक्त सचिव

New Delhi, the 8th June, 2012

S.O. 2063. In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s Italab Private Limited located at "Sai Sadhan", 24-3-6, Main Road, Near Old Post Office, Visakhapatnam-530 001, as an agency for a period of three years from the date of publication of this notification, for the inspection of Minerals and Ores Group-I, namely, Iron Ore, specified in the Schedule

annexed to the notification of the Government of India in the Ministry of Commerce number S.O. 3975, dated the 20th December, 1965, prior to export of the said Minerals and Ores at Visakhapatnam, subject to the following conditions, namely :—

- (i) that M/s Italab Private Limited, "Sai Sadhan", 24-3-6, Main Road, Near Old Post Office, Visakhapatnam-530 001 shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in carrying out the inspection under rule 4 of the Export of Minerals and Ores, Group-I (Inspection) Rules, 1965; and
- (ii) that M/s Italab Private Limited, "Sai Sadhan", 24-3-6, Main Road, Near Old Post Office, Visakhapatnam-530 001, in the performance of their function under this notification shall be bound by such directions as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F. No. 4/1/2012-Export Inspection]

D. S. DHESI, Jt. Secy.

वस्त्र मंत्रालय

नई दिल्ली, 11 जून, 2012

का.आ. 2064.—केन्द्रीय सरकार, संघ के शासकीय प्रयोजनों के लिए राजभाषा नियम, 1976 के नियम 10 के उपनियम 4 के अनुसरण में, वस्त्र मंत्रालय के अंतर्गत आने वाले निम्नलिखित कार्यालय को जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :

1. क्षेत्रीय कार्यालय, राष्ट्रीय हथकरघा विकास निगम लिमिटेड, नं. 30/38 प्लॉट नं. 6, टी एन यू डी पी-कालोनी गांधी, मानगर, पीलामेडू पोस्ट कोयम्बटूर 641004 (तमिलनाडु)।

[सं. ई-11016/1/2011-हिन्दी]

सुनयना तोमर, संयुक्त सचिव

MINISTRY OF TEXTILES

New Delhi, the 11th June, 2012

S.O. 2064.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (use for the official purpose of the Union) Rules, 1976, the Central Government, hereby, notifies the following office of the Ministry of Textiles, more than 80% staff whereof have acquired working knowledge of Hindi :

1. Regional Office, National Handloom Development Corporation Ltd., No.30/38 Plot No.6, TN U D P-Colony Gandhi, Maanagar Pilamedu Post Coimbatore-641 004 (Tamil Nadu).

[No. E-11016/1/2011-Hindi]

SUNAINA TOMAR, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 8 जून, 2012

का. आ. 2065.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस/आई ई सी 60371-1: 2003 अभ्रक आधारित उष्मारोधी सामग्री की विशिष्टि- भाग-1: परिभाषाएँ और सामान्य अपेक्षाएँ [आई एस 9299 (भाग 1) का प्रथम पुनरीक्षण]	आई एस 9299 (भाग 1): 1979	8 6 2012
2.	आई एस/आई ई सी 60371-3-1: 2006 अभ्रक आधारित उष्मारोधी सामग्री की विशिष्टि - भाग-3: एकल सामग्री की विशिष्टि- शीट 1 दिक्परिवर्तक विलगनक और सामग्री [आई एस 9299 (भाग 3/ अनुभाग 1) का प्रथम पुनरीक्षण]	आई एस 9299 (भाग 3/अनुभाग 1): 1979	8 6 2012
3.	आई एस/आई ई सी 60371-3-4: 1992 अभ्रक आधारित उष्मारोधी सामग्री की विशिष्टि- भाग-3: एकल सामग्री की विशिष्टि- शीट 4 बी स्टेज ऍपाक्सी रेजिन बाइंडर सहित पोलिस्टर फिल्म पृष्ठित अभ्रक पेपर		8 6 2012
4.	आई एस/आई ई सी 60371-3-6: 1992 अभ्रक आधारित उष्मारोधी सामग्री की विशिष्टि- भाग-3: एकल सामग्री की विशिष्टि- शीट 6 बी स्टेज ऍपाक्सी रेजिन बाइंडर सहित काँच पृष्ठित अभ्रक पेपर	आई एस 9299 (भाग 3/अनुभाग 6): 1993	8 6 2012
5.	अभ्रक आधारित उष्मारोधी सामग्री की विशिष्टि - भाग-3 एकल सामग्री की विशिष्टि- शीट 7 एकल चालक टेपिंग के लिए ऍपाक्सी रेजिन बाइंडर सहित पोलिस्टर फिल्म अभ्रक पेपर [आई एस 9299 (भाग 3/अनुभाग 7) का प्रथम पुनरीक्षण]	आई एस 9299 (भाग 3/अनुभाग 3): 1982 आई एस 9299 (भाग 3/अनुभाग 5): 1992	8 6 2012
6.	अभ्रक आधारित उष्मारोधी सामग्री की विशिष्टि - भाग-3 एकल सामग्री की विशिष्टि- शीट 8 ज्वाला प्रतिरोधी सुरक्षा केबल के लिए अभ्रक पेपर टेप		8 6 2012

इन भारतीय मानकों की एक प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : 02/टी-38, टी-40, टी-185, टी 139, टी-186, टी 178]

आर. के. त्रेहन, वैज्ञानिक 'ई' एवं प्रमुख (विद्युत तकनीकी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 8th June, 2012

S. O. 2065.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, it is hereby notified that these Indian Standards, particulars of which are mentioned in the Schedule give hereafter, have been cancelled and stand withdrawn :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standards	Date of Established
(1)	(2)	(3)	(4)
1.	IS/IEC 60371-1: 2003 Specification for insulating materials based on mica -Part 1 : Definitions and general requirements	IS 9299(Part 1) : 1979 Insulating materials based on built-up mica or treated mica paper : Part 1 : Definitions and general requirements	8-6-2012
2.	IS/IEC 60371-3-1: 2006 Specification for insulating materials based on mica -Part 3 : Specifications for individual materials Section 1 Commutator separators and materials	IS 9299(Part 3/Sec 1) : 1979 Insulating materials based on built-up mica or treated mica paper : Part 3 : Specifications for individual materials Section 1 Rigid mica material for commutator separators	8-6-2012
3.	IS/IEC 60371-3-4: 1992 Specification for insulating materials based on mica -Part 3: Specifications for individual materials Section 4 Polyester film-backed mica paper with a B-stage epoxy resin binder		8-6-2012
4.	IS/IEC 60371-3-6: 1992 Specification for insulating materials based on mica -Part 3: Specifications for individual materials Section 6 : Glass-backed mica paper with a B-stage epoxy resin binder	IS 9299(Part 3/Sec 6) : 1993 Insulating materials based on built-up mica or treated mica paper : Part 3 : Specifications for individual materials Section 6 Glass-backed mica paper with a B-stage epoxy resin bond	8-6-2012
5.	IS/IEC 60371-3-7: 1995 Specification for insulating materials based on mica -Part 3: Specifications for individual materials Section 7 Polyester film mica paper with an epoxy resin binder for single conductor taping	IS 9299(Part 3/Sec 3) : 1982 Insulating materials based on built-up mica or treated mica paper : Part 3 : Specifications for individual materials Section 3 flexible mica flake tape for insulation of electrical machines IS 9299(Part 3/Sec 5) : 1992 Insulating materials based on built-up mica or treated mica paper : Part 3 Specifications for individual materials Section 5 flexible mica materials in sheet form	8-6-2012
6.	IS/IEC 60371-3-8: 1995 Specification for insulating materials based on mica -Part 3: Specifications for individual materials Section 8: Mica paper tapes for flame-resistant security cables		8-6-2012

Copy of this standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi Kolkata, Chandigarh, Chennai, Mumbai

and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: ET 02/T-38, T-40, T-185, T-139, T-186, T-178]

R. K. TREHAN, Scientist 'E' & Head (Electrotechnical)

नई दिल्ली, 8 जून, 2012

का. आ. 2066.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 16019 : 2012 खाद्य रिटेल प्रबन्ध-आधारभूत अपेक्षाएं	—	31 मई, 2012
2.	आई एस 16020 : 2012 खाद्य सुरक्षा प्रबन्ध-बेहतर स्वच्छता रीतियों की अपेक्षाएं	—	31 मई, 2012
3.	आई एस 16021 : 2012 बेहतर उत्पादन की रीतियां (जी एम पी) —खाद्य प्रसंस्करण क्षेत्र में संगठन की अपेक्षाएं	—	31 मई, 2012

इन भारतीय मानक (कों) की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एफएडी/जी-128]

डॉ. आर. के. बजाज, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि)

New Delhi, the 8th June, 2012

S. O. 2066.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standards	Date of Established
(1)	(2)	(3)	(4)
1.	IS 16019 : 2012 Food Retail Management—Basic Requirements	—	31 May, 2012
2.	IS 16020 : 2012 Food Safety Management—Requirements for Good Hygiene Practices	—	31 May, 2012
3.	IS 16021 : 2012 Good Manufacturing Practices (GMP)—Requirements For Organizations in the Food Processing Sector	—	31 May, 2012

Copy of these standard are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai

and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: FAD/G-128]

Dr. R. K. BAJAJ, Scientist 'F' & Head (Food & Agri.)

नई दिल्ली, 12 जून, 2012

का.आ. 2067.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भामा.सं.	भाग	खण्ड	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3830157	11-5-2012	प्रिसिजन यूपीवीसी मोल्डर्स प्रा.लि. सर्वे सं. 441/5, 442/1 एवं 2 444/1 एवं 2, विलेज : दावेल, नानी दमन दमन एवं दीव - 396210	विद्युत संस्थापनों के लिए नलिकाएं : भाग 3 विद्युत रोधी सामग्री के दृढ़ सादी नलिकाएं	9537	3	—	1983
2.	3830258	11-5-2012	प्रिसाईज व्हैक्युम सिस्टम प्रा.लि. एच-39, एमआयडीसी, अंबड, जिला : नासिक - 422010	75 लीटर तक की क्षमता के द्रव नाइट्रोजन आधान	11552		—	2008
3.	3832969	18-5-2012	पोस्को महाराष्ट्र स्टील प्रा. लि. प्लॉट सं. सी-1, विले बागड, एमआयडीसी इण्ड. एरिया, मानगाँव, जिला : रायगढ़ - 402106	जस्तीकृत इस्पात की चादरें (सादी एवं नालीदार)	277		—	2003
4.	3836472	25-5-2012	किसान मोल्टिंग लिमिटेड प्लॉट 63/1, 64/1, 70, 71, 72 विलेज : महागाँव, बोइसर (पूर्व), तालुका : पालघर, जिला : थाने - 401501	अप्लास्टिक पॉलीविनाइल क्लोराइड प्लास्टिक एवं फिटिंग के साथ उपयोग हेतु विलायक सीमेंट	14182		—	1994
5.	3837979	29-5-2012	सीओ2 फायर फायटर कं., एफ-220, अटलास मिल्स कंपाउण्ड, रे रोड, मुंबई - 400010	सुबाहय अग्निशामक निष्पादन और संरचना	15683		—	2006

[सं. केंद्रीय प्रमाणन विभाग/13:11]

डॉ. एस. एल. पालकर, निदेशक एवं प्रमुख प्रमाणन विभाग

New Delhi, the 12th June, 2012

S.O. 2067.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	CML No	GOL Date	Licensee Name and Address	Is Product	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3830157	11-5-2012	Precision UPVC Moluders Pvt. Ltd. Survey No. 441/5, 442/1 & 2, 444/1 & 2, Village Dabel, Nani Daman, Daman & Diu 396210	Conduits for Electrical Installations : Part 3 Rigid Plain conduits of instulating materials	9537	3	-	1983
2.	3830258	11-5-2012	Precise Vacuum Systems Pvt. Ltd. H-39, M.I.D.C., Ambad Distt : Nashik 422010	Liquied Nitrogen Vessels of Capacity up to 75 Litres	11552	-	-	2008
3.	3832969	18-5-2012	Posco Maharashtra Steel Pvt. Ltd. Plot No. C-1, Vile Bhagad MIDC Ind. Area, Mangaon, Distt- Raigarh-402106	Galvanized Steel Sheets (Plain and Corrugated)	277	-	-	2003
4.	3836472	25-5-2012	Kisan Mouding Limited Plot 63/1, 64/1, 70, 71, 72 Village : Mahagaon, Boisar (E), Tal : Palghar, Distt: Thane 401501	Solvent Cement for use with unplasti-cized Polyvinylchlo ride Plastic Pipes and Fittings	14182	-	-	1994
5.	3837979	29-5-2012	CO2 Fyr Fyter Co., F-220 Atlas Mills Compound Reay Road, Mumbai-400010	Portable Extinguishers, Performance and Construction	15683	-	-	2006

[No. CMD/13:11]

Dr. S. L. PALKAR, Director & Head (MDM-II)

नई दिल्ली, 14 जून, 2012

का.आ. 2068.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भामा.सं.	भाग	अनु.	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	6809787	20080402	आर्या ज्वेलर्स 451-405, पोस्ट आफिस रोड करीम नगर-505001 आन्ध्रप्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन - विशिष्ट	1417		-	1999
2.	6809888	20080408	अम्बिका ज्वेलर्स 7-2-325, पॉट मार्केट, अशोक नगर सिकंदराबाद -500003 आन्ध्रप्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन - विशिष्ट	1417		-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
3.	6813071	20080417	चंदना रमेश ज्वेलर्स प्रा.लि. डोर नं. 18-1-501 से 509, वी वी महल रोड, भवानी नगर, चित्तूर-517501, तिरुपती आन्ध्रप्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन - विशिष्टि	1417	-	-	1999
4.	6813980	20080416	कलानिकेतन सिल्क्स प्रा.लि. डोर नं. 40-1-1, एम जी रोड विजयवाडा कृष्णा जिला, आन्ध्रप्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन - विशिष्टि	1417	-	-	1999
5.	6814073	20080416	देवी ज्वेलर्स एम आइ जी-15/24/238, केपीहेचबी कालोनी मेसन रोड, रामदेव प्लाजा, कूकटपल्ली हैदराबाद-500072, आन्ध्रप्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन - विशिष्टि	1417	-	-	1999
6.	6814174	20080614	चंदना ज्वेलर्स शॉप नं.12, एएमसी कामप्लेक्स, रंगाचारी स्ट्रीट गवर्नरपेट, विजयवाडा-520002 कृष्णा जिला, आन्ध्रप्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन - विशिष्टि	1417	-	-	1999
7.	6814275	20080417	मस्ताना ज्वेलर्स 22-6-207, पत्तलगट्टी हैदराबाद-500002, आन्ध्रप्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन - विशिष्टि	1417	-	-	1999
8.	6814376	20080416	साइ चरन ज्वेलर्स डोर नं.8-1533/ए, गांधी चौक सततेनपल्ली, गुंटूर-522403 आन्ध्रप्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन - विशिष्टि	1417	-	-	1999
9.	6818384	20080430	महालक्ष्मी ज्वेलर्स हा.नं. 4-1-305, टावर सर्कल करीमनगर-505 001, आन्ध्रप्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन - विशिष्टि	1417	-	-	1999
10.	6818485	20080430	मनोज ज्वेलर्स 7-1-58, ग्राउन्ड फ्लोर, कॉनकर्स हाउस एस बी आइ के पास, मेरिहडयन प्लाजा के सामने, आमीरपेट, हैदराबाद-500016, आन्ध्रप्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन - विशिष्टि	1417	-	-	1999
11.	6818687	20080430	कीर्तीलाल कालीदास ज्वेलर्स प्रा. लि. 38-8-7, दत्ता टावर्स, आल इंडिया रेडियो के सामने, एम जी रोड, विजयवाडा-520010 कृष्णा जिला, आन्ध्रप्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन - विशिष्टि	1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
12.	6818889	20080430	ऑमकार ज्वेलर्स 27-23-114, गोपाल रेडिड रोड गवर्नरपेट, विजयवाडा- 520002 कृष्णा जिला, आन्ध्रप्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन - विशिष्ट	1417	-	-	1999
13.	6818990	20080430	सुरजभान एण्ड कं ज्वेलर्स शाप नं.बी 4, डोर नं.5-9-279 मयूर कुशाल कामप्लेक्स, गनफौन्ड्री, आबिड्स हैदराबाद, आन्ध्रप्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन - विशिष्ट	1417	-	-	1999
14.	6817786	20080416	नियास्पार्क ड्रग्स एण्ड केमिकल्स प्रा. लि. यूनिट- 11, प्लॉट नं. 64/बी, फेस 1, आइडीए, जीडिमेट्ला हैदराबाद-500055, आन्ध्रप्रदेश	पशु आहारों के संपूरक खनिज मिश्रण	1664	-	-	2002
15.	6815782	20080424	तिरूपति उद्योग लिमिटेड सर्वे नं. 142-156, इन्डस्ट्रीयल एरिया, 132 केविए सब स्टेशन के पास, कोतूर विलेज-509228 महबूबनगर जिल्ला, आन्ध्रप्रदेश	कार्बन इस्पात के बिलेट (मानक किस्म)	2830	-	-	1992
16.	6817887	20080416	नियास्पार्क ड्रग्स एण्ड केमिकल्स प्रा. लि. यूनिट-11, प्लॉट नं. 64/बी, फेस 1, आइडीए, जीडिमेट्ला, हैदराबाद-500055, आन्ध्रप्रदेश	कुककट आहार के संपूरक खनिज मिश्रण विशिष्ट	5672	-	-	1992
17.	6810469	20080403	रेडियन्ट केबल्स ए डिविशन आफ रेडियन्ट कार्पोरेशन प्रा. लि. बी1, 2, 4 एण्ड 6, इन्डस्ट्रीयल एस्टेट, संतनगर, हैदराबाद-500018, आन्ध्रप्रदेश	इलेस्टोमर रोधित केबल भाग:1 1100 वो. तक कार्यकारी वोल्टता के लिए	9968	भाग 1	-	-
18.	6817685	20080424	गोदावरी पॉलिमर्स प्रा. लि. 153 बी, सी, इ एण्ड एफ, फेस 2, आइ डीए चेर्लापल्ली, हैदराबाद-500051 रंगा रेडिड जिला, आन्ध्रप्रदेश	सिंचाई उपस्कर-उत्सर्जकी पाइप पद्धतियाँ	13488	-	-	1991
19.	6812473	20080415	बीआरटी आक्वा प्रोडक्ट्स एण्ड बीवरेजस सर्वे नं. 72, कडतल विलेज अमनाल मंडल, महबूब नगर आन्ध्रप्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
20.	6814780	20080416	मित्रा मिनरल्स प्लॉट नं. 3, सर्वे नं.419 इ, कोडंगल रोड पणी मंडल, रंगा रेडिड-501501, आन्ध्रप्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
21.	6812978	20080417	चन्दना बीवरेजस सर्वे नं. 177, प्लॉट नं. 44/1, अमीनपुर विलेज मियापुर, हैदराबाद-502032 मेदक जिला, आन्ध्रप्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
22.	6814881	20080416	श्री वेंकट लक्ष्मी साई इन्डस्ट्रीज शंखवरम विलेज, प्रकाशम कनिगिरी मंडल, आन्ध्रप्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
23.	6815883	20080417	तिरूमला इन्डस्ट्रीज हा. नं. 5-77/4, साई गणेश नगर कालोनी, कायीबुग्गा, एनुमामुल्ला विलेज, वरंगल आन्ध्रप्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
24.	6816077	20080416	साई उषा आक्वा इन्डस्ट्रीज सर्वे नं. 1/1505, गान्धी नगर, एमिगनूर कर्नूल-518 360, आन्ध्रप्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
25.	6820573	20080424	सुभाशिनी प्रोडक्ट्स प्लॉट नं. 199, रेवेन्यू कालोनी, नन्द्याल रोड, कर्नूल, आन्ध्रप्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004

[सं. सी एम डी/13:11]

पी. एम. पंतुलू, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S.O. 2068.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	6809787	2-4-2004	M/s. Arya Jewellers 4-1-405, Post Office Road, Distt : Karimnagar Andhra Pradesh, 505001	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
2.	6809888	8-4-2008	M/s. Ambica Jewellers 7-2-325, Pot Market Ashoknagar, Secunderabad Distt: Hyderabad Andhra Pradesh, 500003	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
3.	6813071	17-4-2008	M/s. Chandana Ramesh Jewellers (P) Ltd. D.No. 18-1-507 to 509 VV Mahal Road Bhavani Nagar, Tirupati Distt : Chittoor Andhra Pradesh- 517501	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
4.	6813980	16-4-2008	M/s. Kalanikethan Silks Pvt. Ltd. D.No. 40-1-1, MG Road, Vijayawada Distt : Krishna Andhra Pradesh	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
5.	6814073	16-4-2008	Devi Jewellers MIG-15/24/238, KPHB Colony Main Road, Ramdev Plaza, Kukatpally, Hyderabad Andhra Pradesh- 500072	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
6.	6814174	16-4-2008	Chandana Jewellers Shop No. 12, AMC Complex R.G Chari Street Governorpet Vijayawada Krishna Distt : Andhra Pradesh- 520002	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
7.	6814275	17-4-2008	M/s. Masthana Jewellers 22-6-207, Pathergatti, Distt : Hyderabad Andhra Pradesh- 500002	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
8.	6814376	16-4-2008	M/s. Sai Charan Jewellers D.No. 8-1-33/A Gandhi Chowk, Sattenapalli Distt : Guntur Andhra Pradesh- 522403	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
9.	6818384	30-4-2008	M/s. Mahalaxmi Jewellers H.No.4-1-305, Tower Circle Distt : Karimnagar Andhra Pradesh- 505001	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
10.	6818485	30-4-2008	M/s. Manoj Jewels 7-1-58, Ground Floor Concurse House Beside SBI, Opp:Meridian Plaza Ameerpet Distt : Hyderabad Andhra Pradesh- 500016	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
11.	6818687	30-4-2008	M/s. Kirtilal Kalidas Jewellers Pvt. Ltd. 38-8-7, Datta Towers Opp: All India Radio, MG Road, Vijayawada Distt : Krishna Andhra Pradesh- 520010	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
12.	6818889	30-4-2008	M/s. Omkar Jewellers 27-23-114, Gopal Reddy Road Governorpet, Vijayawada Distt : Krishna Andhra Pradesh- 520002	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
13.	6818990	30-4-2008	M/s. Surajbhan & Co. Jewellers Shop No. B-4, Door No. 5-9-279 Mayur Kushal Complex, Gunfoundry Abids Distt : Hyderabad Andhra Pradesh	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
14.	6817786	16-4-2008	M/s. Neospark Drugs & Chemicals Pvt. Ltd. Unit-II, Plot No.64/B Phase-I, IDA, Jeedimetla Hyderabad -500 055 Distt : Rangareddi Andhra Pradesh- 500055	Mineral Mixtures for supplementing cattle feeds	1664	-	-	2002
15.	6815782	24-4-2008	M/s. Tirupati Udyog Ltd., Survey No. 142-156, Indl. Area, Near 132 KVA sub station, Kottur Distt : Mahbubnagar Andhra Pradesh- 509228	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	2830	-	-	1992
16.	6817887	16-4-2008	M/s. Neospark Drugs & Chemicals Pvt. Ltd. Unit-II, Plot No.64/B Phase-I, IDA, Jeedimetla Hyderabad -500 055 Distt : Rangareddi Andhra Pradesh- 500055	Mineral Mixtures for supplementing poultry feeds	5672	-	-	1992
17.	6810469	3-4-2008	M/s. Radiant - RSCC Specialty Cable Private Limited, B-1, 2,4 & 6 Industrial Estate, Sanathnagar Hyderabad -500 018 Distt : Rangareddi Andhra Pradesh	Elastomer insulated cables: part I for working voltages upto and including 1100v	9968	1	-	1988

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
18.	6817685	24-4-2008	M/s. Godavari Polymers (P) Ltd., 153 B,C,E&F, Phase 2, IDA Cherlapally, Hyderabad Distt : Rangareddi Andhra Pradesh-500051	Emitting pipes system	13488	-	-	1992
19.	6812473	15-4-2008	M/s. BRT Aqua Products and Beverages, Sy. No. 72, Kadthal Village Amangal Mandal, Distt : Mahbubnagar Andhra Pradesh,	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
20.	6814780	16-4-2008	M/s. Mithra Minerals, Plot No. 3, Survey No.419E Pargi Mandal, Kodangal Road Pargi, Distt : Rangareddi Andhra Pradesh-501501	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
21.	6812978	17-4-2008	M/s. Chandana Beverages, S. No. 177, Plot No. 44/1, Ameenpur Village Miyapur, Hyderabad -502 032 Distt : Medak Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
22.	6814881	16-4-2008	M/s. Sree Venkata Lakshmi Sai Industries, Sankhavaram (V), Kanigiri (M) Distt : Prakasam, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
23.	6815883	17-4-2008	M/s. Thirumala Industries, H.No. 5-77/4, Sai Ganesh Nagar Colony Kashibugga Enumamula (Vill), Distt : Warangal, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
24.	6816077	16-4-2008	M/s. Sai Usha Aqua Industries, S. No.1/1505, Gandhi Nagar Yemmiganur, Distt : Kurnool Andhra Pradesh, 518360	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
25.	6820573	24-4-2008	M/s. Subhashini Products, Plot No. 199, Revenue Colony Nandyal Road, Distt : Kurnool Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

[No. CMD/13:11]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का.आ. 2069.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :—

अनुसूची

क्र. सं.	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	6508874	हारती एन्टरप्राइजेस, मेदक	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	22-4-2002
2.	6680078	एस आर एस मिनरल प्रोडक्ट्स, गुन्तकल	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	28-4-2008

[सं. सी एम डी/13:13]

पी. एम. पंतुलू, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S.O. 2069.—In pursuance of sub-regulation (6) of the Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988 of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :—

SCHEDULE

Sl. No.	Licence No. CM/L-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	6508874	Harathi Enterprises, Medak	Packaged drinking water (other than packaged natural mineral water)	22-4-2008
2.	6680078	S R S Mineral Products, Guntakal	Packaged drinking water (other than packaged natural mineral water)	28-4-2008

[No. CMD/13:13]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का.आ. 2070.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भामा.सं.	भाग	अनु.	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	6818788	वैभव ज्वेलर्स, 6-1-208, मल्लाम्मस सेंटर मेडन रोड, गुंदूर-522601 नरसारावपेट, आन्ध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन - विशिष्ट	1417			1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
2.	6823276	एस जे ज्वेलरी प्रा. लिमिटेड, शाप नं. 4 एण्ड 5 एन आर प्लेस, श्री साई कालोनी, हैदराबाद -500 037 रंगा रेडिड जिला, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन - विशिष्टि	1417			1999
3.	68213377	तरूनी ज्वेलर्स प्रा. लि., शाप नं. 1 एण्ड 2 भाग्यनगर कालोनी, ए डी आर एस्टेट, के पी हेच बी कूकटपल्ली, हैदराबाद, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन - विशिष्टि	1417	-	-	1999
4.	6823478	तरूनी ज्वेलर्स, डोर नं.1-57/5, शाप नं. जी11 तुलसीराम चेंबर्स, मदिनागुडा हैदराबाद -500072, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन - विशिष्टि	1417			1999
5.	6823579	बालाजी स्वर्ण मेहल, नं.18-51, बाजार स्ट्रीट, पलमबैर चित्तूर -517408, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन - विशिष्टि	1417	-	-	1999
6.	6823680	श्री साई कृष्णा ज्वेलर्स, डोर नं. 5-37-30, 4/2 ब्राडीपेट, गुंदूर -522002, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन - विशिष्टि	1417	-	-	1999
7.	6823781	श्री रोहिणी ज्वेलर्स, डोर नं. 6-9-106 (ए) जैन टेम्पल स्ट्रीट तेनाली, गुंदूर -522001, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन - विशिष्टि	1417			1999
8.	6826787	शगुन ज्वेलर्स, (आउटलेट ऑफ ए-स्टार ज्वेलरी) 6-3-927/ए एण्ड बी, सोमाजीगुडा, राज भवन रोड, हैदराबाद - 500082, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन - विशिष्टि	1417			1999
9.	6821474	हरियाना स्टील सेंटर (के डि एम) प्रा. लिमिटेड, 6-4-454/3, भोलकपूर, हैदराबाद - 500003, आंध्र प्रदेश	कंक्रीट प्रबला के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	1786	-	-	1985

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
10.	6821575	नारा इस्पात उद्योग, हाउस नं.2-3-42/52 एण्ड 52/1 शाप नं.11ए, मैत्री आर्कोड नं.58 एम जी रोड, सिकंदराबाद, आंध्र प्रदेश	तप्त बेल्लित अल्प, मध्यम एवं उच्च तयता के संरचना इस्पात	2062	-	-	2006
11.	6826686	सचिन प्लास्टिक्स, 8/4/343, बी 11 एरगाडडा, हैदराबाद -500018, आंध्र प्रदेश	सिंचाई उपस्कर-स्प्रिंकलर पाइप, भाग 2 क्विक कपल्ड पालिइथिलिन पाइप्स	14151	2	-	1999
12.	6641472	मरहबा मार्केटिंग, सर्वे नं. 341 एम आर ओ कार्यालय के पीछे नियर बस स्टैंड, चिन्नामंडेम विलेज एण्ड मंडल कडपा -516214, आंध्र प्रदेश	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		-	2004
13.	6829389	आइस माउन्टेन पैकेज्ड ड्रिंकिंग वाटर, प्लाट नं. 120, एण्ड 124 सर्वे नं. 60/ए, वार्ड नं. 8 ब्लाक नं. 3, करमनघाट सरूरनगर मंडल, रंगा रेडिड जिला, आंध्र प्रदेश	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		-	2004
14.	6825179	पावना लक्ष्मी नरसिम्हा स्वामी इंड., सर्वे नं.77, गन्नेवारीपल्ली काथानी गन्नेवारीपल्ली जी पी, ताडिपत्री अन्नतपुर, आंध्र प्रदेश	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		-	2004
15.	6827385	जी वी जी आक्वा इन्डस्ट्रीस, डोर नं.2-7, तिरुपती मेडन रोड मुरकमबटू विलेज एण्ड पोस्ट, आंध्र प्रदेश-517001	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		-	2004
16.	6827486	शांती राम इन्डस्ट्रीस, सर्वे नं.233/7 ताटिचेर्ला विलेज -523356 कोम्मरोलू मंडल	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		-	2004
17.	6828185	राधावेन्द्रा बीवरेजस प्लाट नं. 358, सर्वे नं. 207/1 बाग हयत नगर, रंगा रेडिड, आंध्र प्रदेश-501505	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		-	2004
18.	6828488	गेग बीवरेजस, इ डब्ल्यू एस 1133, तीसरा फेज के पी हेच बी कालोनी, हैदराबाद रंगा रेडिड, आंध्र प्रदेश	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
19.	6823882	श्री गुरु बीवरेजस मन्नेयपुरम विलेज कर्नूल, आंध्र प्रदेश	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
20.	6824581	श्री लक्ष्मी नरसिम्हा बीवरेजस प्लॉट नं. 34, अनुपमा नगर हस्तिनापुर, एल बी नगर हैदराबाद-500074, आंध्र प्रदेश	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
21.	6822375	संजुती फूड एण्ड बीवरेजस प्रा. लि. सर्वे नं. 575, उटलला विलेज जिन्नारम मंडल-530012 मेदक जिला, आंध्र प्रदेश	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
22.	6822476	श्री वेंकटेश्वरा बीवरेजस श्रीदेवी एस्टेट, प्लॉट नं. 49 एण्ड 50, सदापुरम विलेज, आदोनी मंडल कर्नूल, आंध्र प्रदेश	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
23.	6819790	श्री लक्ष्मी गणपती इन्डस्ट्रीस सर्वे नं. 31/2 ए पेड्डोर्नाला विलेज एण्ड मंडल प्रकाशम, आंध्र प्रदेश	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
24.	6824985	होली मोटर्स इंडिया प्रा. लि. 4-7-18/1, इ सी आई एल रोड सबवेदनगर, नाचारम हैदराबाद 500076, आंध्र प्रदेश	ए सी स्थैतिक ट्रांसफार्मर चालित वाट घंटे एवं वी ए आर घंटे मीटर	14697	-	-	1999

[सं. सी एस डी/13:11]

पी. एम. पंतुल, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S.O. 2070.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	6818788	2-5-2008	M/s. Vaibhav Jewellers 6-1-208, Mallamma Centre, Main Road, Narasaraopet Distt : Guntur Andhra Pradesh, 522 601	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
2.	6823276	15-5-2008	M/s. S. J. Jewellery Pvt. Ltd. Shop No. 4 & 5, N. R. Palace Sri Sai Colony, Chintal, Hyderabad - 500 037 Distt : Rangareddi, Andhra Pradesh	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
3.	6823377	15-5-2008	M/s. Taruni Jewellers Pvt. Ltd., Shop No. 1 & 2, Bhagyanagar Colony ADR Estate, KPHB Kukatpally Distt : Hyderabad-500 072 Andhra Pradesh	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
4.	6823478	15-5-2008	M/s. Taruni Jewellers D.No.1-57/5, Shop No. G-11, Tulasi Ram Chambers Madinaguda, Distt : Hyderabad-500 072 Andhra Pradesh	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
5.	6823579	15-5-2008	M/s. Balaji Swarna Mahal No.18-51, Bazaar Street, Palamaner Distt : Chittoor-517 408 Andhra Pradesh	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
6.	6823680	15-5-2008	M/s. Sri Sai Krishna Jewellers D. No. 5-37-30 4/2, Brodipet, Distt : Guntur-522 002 Andhra Pradesh	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
7.	6823781	15-5-2008	M/s. Sri Rohini Jewellers D. No. 6-9-106 (A) Jain Temple Street, Tenali-522 201 Distt : Guntur, Andhra Pradesh	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
8.	6826787	28-5-2008	M/s. Shagun Jewels (Outlet of A-Star Jewellery) 6-3-927/A & B Somajiguda Raj Bhavan Road, Distt : Hyderabad, Andhra Pradesh-500082	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
9.	6821474	13-5-2008	M/s. Hariyana Steel Centre (KDM) Pvt. Ltd. 6-4-454/3 Bholakpur, Secunderabad Distt : Hyderabad, Andhra Pradesh-500003	High strength deformed steel bars and wires for concrete reinforcement	1786	-	-	1985
10.	6821575	13-5-2008	M/s. Nara Ispat Udyog H.No. 2-3-42/52 & 52/1 Shop No. 11A, Maitri Arcade No. 58, M. G. Road, Secunderabad Distt : Hyderabad, Andhra Pradesh-500003	Steel for general structural purposes	2062	-	-	2006
11.	6826686	26-5-2008	M/s. Sachin Plastics 8/4/343, B-11 Erragadda, Distt : Hyderabad Andhra Pradesh-500018	Industrial Safety helmets	2925	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
12.	6828791	30-5-2008	M/s. Marhaba Marketing Sy. No. 341, Opp : MRO Office Near Bus Stand Chinnamandem Village & Mandal, Distt. : Cuddapah Andhra Pradesh-516214	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
13.	6829389	30-5-2008	M/s. Ice Mouten Packaged Drinking Water Sy. No. 60/A/1, Karmanghat Saroornagar Mandal Distt. : Rangareddi Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
14.	6825179	13-5-2008	M/s. Pavana Lakshmi Narasimha Swamy Industries Sy. No. 77, Gannevaripalli Colony Gannevaripalli GP, Tadipatri Mandal, Distt. : Anapatur Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
15.	6827385	30-5-2008	M/s. GVG Aqua Industries D.No. 2-7 Tirupati Main Road Murakambattu Village & Post - 517 001, Murakambattu Village & Post, Distt. : Chittoor Andhra Pradesh-517001	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
16.	6827486	30-5-2008	M/s. Santhi Ram Industries Sy. No. 233/7, Taticharla Village-523 356 Komarolu Mandal, Taticharia Distt. : Prakasam Andhra Pradesh-501505	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
17.	6828185	30-5-2008	M/s. Raghavendra Beverages Plot No. 358, Sy. No. 207/1 Bagh Hayath Nagar, Distt. : Rangareddi Andhra Pradesh-501505	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
18.	6828488	30-5-2008	M/s. GAG Beverages EWS 1133, 3rd Phase KPHB Colony, Hyderabad Distt. : Rangareddi, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
19.	6823882	13-5-2008	M/s. Sri Guru Beverages Gargeyapuram Village, Distt. : Kurnool, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
20.	6824581	13-5-2008	M/s. Sri Lakshmi Narsimha Beverages Plot No. 34, Anupama Nagar, Hastinapuram, L. B. Nagar, Distt. : Hyderabad -500 074, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
21.	6822375	13-5-2008	M/s. Samtrupti Food & Beverages Pvt. Ltd., Sy. No.575, Ootla Village Jinnaram Mandal, Distt. : Medak, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
22.	6822476	13-5-2008	M/s. Sri Venkateshwara Beverages Sridevi Estate, Plot No.49 & 50 Sadapuram Village Adoni Mandal, Distt. : Kurnool, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
23.	6819790	1-5-2008	M/s. Sri Lakshmi Ganapathi Industries Sy. No. 31/2A, Pedda Dornala Village and Mandal, Pedda Dornala Distt. : Prakasam, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
24.	6824985	14-5-2008	M/s. Holley Meters India Pvt. Ltd., 4-7-18/1, ECIL Road Raga-vendra Nagar Nacharam, Hyderabad - 500 076 Distt. : Rangareddi, Andhra Pradesh	Ac static transformer operated wathhour and var-hour meters, class 0.2 s and 0.5	14697	-	-	1999

[No. CMD/13 : 11]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का.आ. 2071.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :—

अनुसूची

क्र. सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	6514667	महेश्वरी बीवरेजस रंगारेड्डि जिला	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	6-5-2008
2.	6681383	ए आर इन्डस्ट्रीस रंगारेड्डि जिला	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	6-5-2008
3.	6701767	श्री लक्ष्मी नरसिम्हा प्यूरिफाइड ड्रिंकिंग वाटर, चेन्नापाडू	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	23-5-2008
4.	6726985	ज्योति फूड एण्ड बीवरेजस वरंगल	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	6-5-2008

[सं. सी एम डी/13 : 13]

पी. एम. पंतुलू, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S.O. 2071.—In pursuance of sub-regulation (6) of the Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :—

SCHEDULE

Sl. No.	Licence No. CM/L	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	6514667	Maheshwari Beverages R. R. District	Packaged drinking water (other than packaged natural mineral water)	6-5-2008
2.	6681383	A.R. Industries Rangareddi	Packaged drinking water (other than packaged natural mineral water)	6-5-2008
3.	6701767	Sri Lakshmi Narasimha purified Drinking water Chennupadu	Packaged drinking water (other than packaged natural mineral water)	23-5-2008
4.	6726985	Jyoti foods & Beverages Warangal	Packaged drinking water (other than packaged natural mineral water)	6-5-2008

[No. CMD/13:13]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

S.O. 2072.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-नियम 5 के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचना करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु. वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	6838188	ज्योत्सना इलेक्ट्रिकल्स प्रा. लि. (विमान) रोड नं 5 बी, प्लॉट नं 47 सी आई इ एक्सस्टेंशन, माधीनगर (महाराष्ट्र) हैदराबाद - 500037, आंध्र प्रदेश	एल्यूमिनियम मिश्रधातु के चालक (एल्यूमिनियम मैग्नीशियम सिलिकॉन टाइप)	398	4	1994
2.	6833077	श्री बालाजी सेरामिक्स (महाराष्ट्र) हा. उ. नं 4-53/1 नियर अन्नपूर्णा लाज मंचीरियल पी ओ एण्ड मंडल अदिलाबाद-504208 आंध्र प्रदेश	लवण से ग्लेज किये स्टोनवेयन पाइप और फिटिंग	651	-	2007

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
3.	68313	मनसन ट्रेकसिम प्रा. लि. ए-4/1, आई डी ए, नाचारम सर्कल नाचारम इन्डस्ट्रीयल एरिया रंगा रेडिड-500076 आंध्र प्रदेश	समुग्री उपयोग के लिए प्लाईवुड	710	—	—	1976
4.	6830879	लेटेस्ट सुमती ज्वेलर्स शाप नं 11, ए एम सी कामप्लेक्स राजगोपालाचारी स्ट्रीट, गवर्नरपेट विजयवाड़ा - 520002 कृष्णा जिला	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	1417	—	—	1999
5.	6830980	श्री नागार्जुना ज्वेलर्स डोर नं 8-337, एस बी आई के पीछे कातूरु रोड, चुरुयूर - 521165 कृष्णा, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	1417	—	—	1999
6.	6838390	वसुंधरा ज्वेलर्स 27-23-115, गोपालरेडिड रोड, गवर्नरपेट, विजयवाड़ा - 520002 आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	1417	—	—	1999
7.	6838491	जवहरातुल उस्मान 5-9-189/जी/1/ए, जी 1, ग्राउन्ड फ्लोर, लेनैन एस्टेट, अबिद हैदराबाद-500001 आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	1417	—	—	1999
8.	6838087	वासवी महा इन्डस्ट्रीस सर्वे नं 46, रेड्लाकुंटा विलेज कोदड मंडल, नल्गोंडा, आंध्र प्रदेश	53 ग्रेड ओ पी सी	12269	—	—	1987
9.	6837691	पी आर सिमेट्स वेपला माधवरम विलेज मेल्लाचेरूवू मंडल, नल्गोंडा-500003 आंध्र प्रदेश	53 ग्रेड ओ पी सी	12269	—	—	—
10.	6834483	पद्मावती प्लाई प्रा. लि. सर्वे नं 267 एण्ड 268 गगनपहाड, राजेन्द्रनगर-501323 रंगारेडिड आंध्र प्रदेश	बुड प्राडक्ट्स प्रा. लेमिनेटेड पार्टीकल बोर्ड्स	12823	—	—	1990

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
11.	6833986	अक्षया मिनरल्स एण्ड फुड्स प्रा. लि. आर एस नं 240 पेड़पल्लीपाका विलेज येनिलूरु मंडल, कृष्णा, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	—	—	2004
12.	6833178	क्रिएटिव ओजोनाइज्ड इंडस्ट्रीस, सब स्टेशन के पीछे नुटक्की विलेज- 522303 गुंटूर, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	—	—	2004
13.	6837994	रवी आक्वा मिनरल्स सर्वे 792/2 लिगापुरम पी ओ-522426 गुंटूर, माचेली मंडल, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	—	—	2004
14.	6835081	महेश मार्केटिंग हा. नं. 1951-878, देवी बाग, बहादुरपुरा नगर, रंगा रेडिड आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	—	—	2004
15.	6835283	हासिनी एलक्यूनिक्स प्लाट नं. 4 बी, फेज II एक्सटेंशन आई डी ए, चेलापल्ली, घटकेसर मंडल, रंगा रेडिड	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	—	—	2004
16.	6827486	श्री विनायका मिनरल वाटर प्रो डोर नं 27-122, 123 कोत्तपेटा, पल्लाडू रोड, विनूकोन्डा-522647 गुंटूर, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	—	—	2004
17.	6828589	अरूहा इन्डस्ट्रीस डोर नं 14/113, तिरुपती रोड, एन टी आर कालोनी, नंदिमंगलम तुसूर - 517583, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	—	—	2004
18.	6828690	साई साबर बीवरेजस प्रा. लि. प्लाट नं 117, फेज III, आई डी ए पशमैलारम, मेडक आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	—	—	2004
19.	6840579	यूनिवर्सल ट्रेडिंग कंपनी 16-6-194, मुस्लिम मेटर्निटी अस्पताल उस्मानपुरा, हैदराबाद, चादरघाट, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	—	—	2004

[सं. सीएमडी/13:11]

पी. एम. पंतुलू, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S.O. 2072.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	6838188	30-6-2008	M/s Achyuta Electricals Pvt. Limited, Shed No. 5B, Plot No.47 CIE (Expn) Gandhinagar Balanagar, Distt : Hyderabad Andhra Pradesh-500037	Aluminium Conductors for overhead transmission purposes part 4 aluminium alloy stranded conductors (aluminium magnesium silicon type)	398	4	-	1994
2.	6833077	05-06-2008	M/s Sri Balaji Ceramics H. No. 4-63/1, Near Annapuran Lodge Mancherla PO & Mandal Distt : Adilabad Andhra Pradesh-504208	Salt glazed stone-ware pipe and fittings	651	-	-	2007
3.	6831073	06-06-2008	M/s Mansan Trexim Private Limited A-4/1, IDA Nacharam Circle Nacharam Industrial Area, Distt : Rangareddi Andhra Pradesh	Marine Plywood	710	-	-	1976
4.	6830879	09-06-2008	M/s Latest Sumati Jewellers, Shop No. 11, AMC Complex, Rajagopalachari Street, Governorpet, Vijayawada - 520002 Distt : Krishna Andhra Pradesh	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
5.	6830980	09-06-2008	M/s Sri Nagarjuna Jewellers, D. No. 8-327, Beside SBI, Katuru Road, Vuyyuru Distt : Krishna Andhra Pradesh-521165	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
6.	6838390	27-06-2008	M/s Vasundhara Jewellers 27-23-115, Gopalareddy Road, Governorpet, Vijayawada - 520002 Distt : Krishna Andhra Pradesh	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
7.	6838491	27-06-2008	M/s Jawaharatul-Osman 5-9-189/G/1/A, GI, Ground Floor, Lenaine Estate, Abids, Hyderabad Distt : Hyderabad- 500001 Andhra Pradesh	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
8.	6838087	20-06-2008	M/s Vasavi Matha Industries, Sy. No. 46, Redlakunta Village, Kodad Mandal Distt: Nalgonda Andhra Pradesh	53 grade ordinary Portland cement	12269	-	-	1987
9.	6837691	20-06-2008	M/s P. R. Cements Vepala Madhavaram Village, Mellacheruvu Mandal Distt: Nalgonda Andhra Pradesh	53 grade ordinary Portland cement	12269	-	-	1987
10.	6834483	09-06-2008	M/s Padmavati Ply Private Limited, Sy. No. 267 & 268 Gaganpahad, Rajendra Nagar, Distt: Rangareddi - 501323 Andhra Pradesh	Wood products-prelaminated particles boards	12823	-	-	1990
11.	6833986	16-06-2008	M/s Akshaya Minerals & Food Pvt. Ltd. Rs. No. 240, Peddapulipaka Village Penamaluru Mandal Peddapulipaka Village Distt: Krishna Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
12.	6833178	11-06-2008	M/s Creative Ozonised Industries, Beside Sub-Station Nutakki Village-522-303 Mangalagiri Mandal Distt: Guntur -522303 Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
13.	6837994	16-06-2008	M/s Ravi Aqua Minerals Sy. No. 792/2 Lingapuram P.O. - 522426 Macherla Mandal Distt: Guntur -522426 Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
14.	6835081	10-06-2008	M/s Mahesh Marketing H. No. 19-1-878, Devi Bagh Bahadurpura, Nagar Distt: Rangareddi Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
15.	6835283	16-06-2008	M/s Haeshihi Electronics Plot No. 4B, Phase II Extension IDA, Cherlapally, Ghatkesar Mandal, Distt: Rangareddi Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
16.	6832277	11-06-2008	M/s Sree Vinayaka Mineral Water Products Door No. 27-122, 123 Kothapet Palanadu Road Vinukonda - 522647 Distt : Guntur Andhra Pradesh-522647	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
17.	6828589	05-06-2008	M/s Aruha Industries D. No. 4/113, Tirupati Road, N.T.R. Colony Nandimangalam Puttur - 517583 Distt : Chittoor Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
18.	6828690	05-06-2008	M/s Sai Sagar Beverages Pvt. Ltd., Plot No. 117, Phase III, IDA, Pashamylaram, Distt : Medak Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
19.	6840579	27-06-2008	M/s Universal Trading Company, 16-6-194, Behind Muslim Maternity Hosiptal Osmanpura, Chaderghat Distt : Hyderabad Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

[No. CMD/13:11]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का.आ. 2073.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम 5 के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु.	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	6848801	पेन्ना सिमेंट इन्डस्ट्रीस लि. प्लॉट नं 703, श्रीनिकेतन कालोनी, रोड नं. 3, बंजारा हिल्स, हैदराबाद आंध्र प्रदेश	पोर्टलैंड धातुमल सीमेंट	455	-	-	1989
2.	6844991	श्री बालाजी ज्वेलर्स एण्ड एक्सपोर्टर्स, 22-6-1069, कालिकमान रोड नियर गुल्जार हाउस, हैदराबाद - 500002 आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, 1417 आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट			-	1999

(1)	(2)	(3)	(4)	(5)	(6)
3.	6845185	चैकटेश्वरा डायमंड्स एण्ड ज्वेलर्स, 4-2-80, नियर कमान, पटेलपुरा मेदक सिटिपेट- 502103 आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, 1417 आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	-	- 1999
4.	6845286	गट्टू जगदीश्वरा ज्वेलर्स 5-2-40, मेइन रोड सिटिपेट आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, 1417 आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	-	- 1999
5.	6845387	श्री बालाजी ज्वेलर्स शाप नं 12, साई दुर्गा काम्प्लेक्स, एच एम टी नगर के सामने, लक्ष्मी स्टार्च कालनी, नाचारम हैदराबाद-500076 आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, 1417 आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	-	- 1999
6.	6846602	श्री विमल ज्वेलर्स 5-98-40, रघु मेन्शन्स, मेन रोड ब्राडीपेट, गुंटूर -520002 आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, 1417 आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	-	- 1999
7.	6839483	श्री लक्ष्मी नवीना ज्वेलर्स शाप नं 1, श्री जैहिंद काम्प्लेक्स, राजगोपालाचारी स्ट्रीट, गवर्नरपेट विजयवाडा -500002 कृष्णा, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, 1417 आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	-	- 1999
8.	6839794	कल्याण ज्वेलर्स डोर नं 16-3-04 ब्राफ बाजार गुंटूर -522201 तेनाली, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, 1417 आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	-	- 1999
9.	6839845	एम शेरमल जैन ज्वेलर्स 7-2-762, पॉट मार्केट, हैदराबाद - 500003 आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, 1417 आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	-	- 1999
10.	6839796	खजाना ज्वेलरी इंडिया प्रा. लि. नं 344, एम आई जी, 267 एण्ड 268 के पी हेच बी कालोनी, कूकटपल्ली हैदराबाद - 500072, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, 1417 आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	-	- 1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
11.	6844789	श्री दुर्गा ज्वेलर्स बी 6, मयूर कुशाल काम्प्लेक्स, गनफौन्डी, हैदराबाद - 500001 आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, 1417 आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	1417	-	-	1999
12.	6844890	आदित्या ज्वेलर्स एण्ड फौनेन्सीयर्स, फ्रेंड्स प्लाजा, बिसाइड्स रवी टेक्सटाइल्स मेयन रोड, गुडिवाडा, कृष्णा जिला, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, 1417 आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	1417	-	-	1999
13.	6849702	आर्बिट प्लास्टिक सेप्टी एक्विपमेंट्स इंडिया प्रा. लि. 100/सी, कट्टेडान इंडस्ट्रीयल एस्टेट हैदराबाद - 500077 रंगा रेडिड	औद्योगिक सुरक्षा हेल्मेट	2925	-	-	
14.	6835081	पेन्ना सिमेंट इन्डस्ट्रीस लि. प्लाट नं 703, श्रीनिकेतन कोलानी, रोड नं 3 बंजाराहिल्स हैदराबाद	43 ग्रेड साधारण पोर्टलैंड सिमेंट	8112	-	-	1989
15.	6843181	अंबिका इन्डस्ट्रीस प्लाट नं 162 एण्ड 163, आई डी ए, मल्लापूर हैदराबाद - 500076 आंध्र प्रदेश	जिक सल्फेट हेप्टाहाइड्रेट अग्रिकल्चरल ग्रेड	8249	-	-	1994
16.	6848797	पेन्ना सिमेंट इन्डस्ट्रीस लि. प्लाट नं 703, श्रीनिकेतन कालोनी, रोड नं 3 बंजाराहिल्स हैदराबाद	53 ग्रेड साधारण पोर्टलैंड सिमेंट	12269	-	-	1987
17.	6851584	श्री साई सद्गुरु मिनरल वाटर प्लॉट, सर्वे नं 217/ए, जंगल्लापल्ली मेडिपल्ली विलेज, रामगुंडम मंडल करीमनगर, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
18.	6849601	कृष्णा पैकेज्ड ड्रिंकिंग वाटर डोर नं 14-460-ए-1, हिंदुपूर रोड, नियर टी वी टावर कदिरी, अनंतपूर, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)
19.	6848191	विजय इन्डस्ट्रीस फेज III, शेड नं 4 जवाहर आटो नगर, विजयवाडा- 520007 आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 — — 2004
20.	6847391	श्री साई अमृता एन्टरप्राइजेस प्लॉट नं 60, आई डी ए, फेज II, (पद्यानगर), जीडिमेट्ला, कुतबुल्लापूर मंडल, रंगा रेडिड आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 — — 2004
21.	6847694	साई आक्वा इन्डस्ट्रीस सर्वे नं 773, सूर्यापेट टवुन एण्ड मंडल, नल्गोंडा आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 — — 2004
21.	6847694	साई आक्वा इन्डस्ट्रीस सर्वे नं 773, सूर्यापेट टवुन एण्ड मंडल, नल्गोंडा आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 — — 2004
22.	6847290	तिरूमला मिनरल्स सर्वे नं 220, नियर होटेल गेस्ट लेन मंगला रोड, तिम्मिनायडुपालेम तिरुपती अर्बन, चित्तूर जिला आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 — — 2004
23.	6846288	एस एस बीवरेजस 3-4-98/2/177, बी आई सी ट्रांसपोर्ट लेन के बगल में मल्लापूर, रंगा रेडिड आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 — — 2004
24.	6846389	रेवती इन्डस्ट्रीस 18/139/ए 53 अपस्टैर्स, नेहरू रोड, कर्नूल, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 — — 2004
25.	684486	त्रिभुवन एन्टरप्राइजेस सर्वे नं 464, प्लॉट नं 18 दम्माइगुडा, नागारम-500062 कीसरा मंडल, रंगा रेडिड आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 — — 2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
26.	6840680	जैत्रा फुड्स प्रा. लि. जैत्रा रेसिडेंसी, ह उ नं 5-5-1, प्लॉट नं 101, कूकटपल्ली, हैदराबाद-500072, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		—	2004
27.	6841177	एस वी एन्टरप्राइजेस सर्वे नं 236-ए पाडिपेटा विलेज-530012 तिरुपती रूरल मंडल चित्तूर-530012, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		—	2004
28.	6841278	एम एम जी स्टिल्स प्रा. लि. प्लॉट नं 14, आई डी ए (मियापूर) बोल्लारम, जिन्नारम मंडल मेदक, हैदराबाद	पुनर्वल्लन के लिए कार्बन इस्पात ढलियाँ इंगाट	14650		—	1999

[सं. सीएमडी/13:11]

पी. एम. पंतुलु, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S.O. 2073.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	6848801	22-07-2008	M/s. Penna Cement Industries Limited Plot No. 703, Sriniketan Colony Road No. 3, Banjara Hills, Distt : Hyderabad Andhra Pradesh,					
2.	6844991	15-07-2008	M/s. Sri Balaji Jewellers & Exporters, 22-6-1069, Kalikaman Road, Near Gulzar Houz, Distt : Hyderabad-500002 Andhra Pradesh,	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
3.	6845185	15-07-2008	M/s. Venkateswara Diamonds and Jewellers 4-2-80, Near Kaman, Patelpura, Siddipet - 502103 Distt : Medak, Andhra Pradesh,	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
4.	6845286	15-07-2008	M/s. Gattu Jagadeshwar Jewellers 5-2-40, Main Road, Siddipet Distt : Medak Andhra Pradesh,	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
5.	6845387	15-07-2008	M/s. Sri Balaji Jewellers Shop No. 12, Sai Durga Complex, Opp : HMT Nagar, Laxmi Starch Colony, Nacharam, Distt : Hyderabad- 500076 Andhra Pradesh,	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
6.	6846692	22-07-2008	M/s. Sri Vimal Jewellers 5-98-40, Raghu Mansions, Main Road, Brodipet, Distt : Guntur -522002 Andhra Pradesh, 522002	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
7.	6839493	03-07-2008	M/s. Sri Lakshmi Naveena Jewellers, Shop No.1, Sri Jaihind Complex, Rajagopalachari Street, Governorpet, Vijayawada, Distt : Krishna Andhra Pradesh, 522002	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
8.	6839594	03-07-2008	M/s. Kalyan Jewellers, D. No. 16-3-04, Shroff Bazar Distt : Guntur Andhra Pradesh, 522201	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
9.	6839695	03-07-2008	M/s. M. Sermal Jain Jewellers, 7-2-762, Pot Market, Distt : Hyderabad Andhra Pradesh- 500003	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
10.	6839796	03-07-2008	M/s. Khazana Jewellery (India) Pvt. Ltd. No. 344, MIG, KPHB Colony, Kukatpally, Distt. - Hyderabad, Andhra Pradesh-500072	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
11.	6844789	15-07-2008	M/s. Sree Durga Jewellers B-6, Mayur Kushal Complex Gunfoundry, Distt : Hyderabad Andhra Pradesh- 500001	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
12.	6844890	15-07-2008	M/s Aditya Jewellers & Financiers, 9/63, Friends Plaza, Beside Raavi Textiles, Main Road, Gudivada Distt : Krishna Andhra Pradesh	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
13.	6849702	28-07-2008	M/s Orbit Plastic Safety Equipments India Pvt. Ltd., 100/C, Kattedan Industrial Estate Hyderabad Distt : Rangareddi Andhra Pradesh-500077	Industrial safety helmets	2925	-	-	1984
14.	6848696	22-07-2008	M/s Penna Cement Industries Limited Plot No. 703, Sriniketan Colony Road No.3, Banjara Hills, Distt : Hyderabad Andhra Pradesh	43 grade ordinary Portland cement	8112	-	-	1989
15.	6843181	14-07-2008	M/s Ambica Industries Plot No. 162 & 163, IDA, Mallapur, Hyderabad, Distt : Rangareddi Andhra Pradesh-500076	Zink sulphate heptahydrate agricultural grade	8249	-	-	1994
16.	6848797	22-07-2008	M/s Penna Cement Industries Limited Plot No. 703, Sriniketan Colony Road No.3, Banjara Hills, Distt : Hyderabad Andhra Pradesh	53 grade ordinary Portland cement	12269	-	-	1987
17.	6851584	21-07-2008	M/s Sai Sadguru Mineral Water Plant, SY. No. 217/A, Jangallapalli, Medipalli (V), Ramagundam (M), Distt : Karimnagar Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
18.	6849601	28-07-2008	M/s Krishna Packaged Drinking Water D. No. 14-460-A-1 Hindupur Road, Near TV Tower Kadiri Distt : Anantapur Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
19.	6848191	17-07-2008	M/s. Vijay Industries Phase III, Shed No. 4 Jawahar Auto Nagar Vijayawada - 520007 Distt : Krishna Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
20.	6847391	21-07-2008	M/s. Sri Sai Amrutha Enterprises, Plot No.60, IDA Phase II (Padmanagar) Jeedimetla Qutbullapur Mandal, Distt : Rangareddi Andhra Pradesh-500054	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
21.	6847694	16-07-2008	M/s. Sai Aqua Industries Sy. No. 773, Suryapet (Town & Mandal) Distt : Nalgonda Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
22.	6847290	16-07-2008	M/s. Tirumala Minerals Sy. No. 220/1, Near Hotel Guest Line Mangalam Road, Timminaidupalem Tirupathi Urban Tirupathi Distt : Chittoor Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
23.	6846288	15-07-2008	M/s. S. S. Beverages 3-4-98/2/177 Beside Lane of BIC Transport Mallapur, Distt : Rangareddi Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
24.	6846389	16-07-2008	M/s. Revathi Industries 18/139/A, Upstairs, Nehru Road Kurnool : 518001 Distt : Kurnool Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
25.	6844486	15-07-2008	M/s. Thirubhovan Enterprises, Sy. No. 464, Plot No. 18 Dammaiguda, Nagaram Keesara Mandal - 500062 Distt : Rangareddi Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
26.	6840680	03-07-2008	M/s. Jaithra Foods Pvt. Ltd., Jaithra Residency H. No. 5-5-1, Flat No. 101 Jaithra Residency, Kukatpally Hyderabad - 500072 Distt : Rangareddi Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
27.	6841177	08-07-2008	M/s S. V. Enterprises Sy. No. 236-A, Padipeta Village - 530012 Tirupati Rural Mandal, Padipeta Village Distt : Chittoor Andhra Pradesh- 530012	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
28.	6841278	09-07-2008	M/s MMG Steels (P) Ltd., Plot No. 14, IDA Bollaram (Miyapur) Jinnaram (M) Hyderabad Distt : Medak Andhra Pradesh	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling purposes-	14650	-	-	1999

[No. CMD/13: 11]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का.आ. 2074.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :-

अनुसूची

क्र. सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	6636580	रिद्धि सिद्धि ज्वेलर्स रंगा रेडिड	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्टि	21-07-2008
2.	6691891	जी एम अमरेश्वरप्पा आक्वा इंडस्ट्रीज एम्मिंगनूर	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	15-07-2008
3.	6725983	के वी एम पैकेज्ड ड्रिंकिंग वाटर विजमूर	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	04-07-2008
4.	6727280	मारुती उद्योग लि. हैदराबाद	छत के बिजली के पंखे और रेगुलेटर	21-07-2008

[सं. सी एम डी/13:13]

पी. एम. पुंतुलु, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S.O. 2074.—In pursuance of sub-regulation (6) of the Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :—

SCHEDULE

Sl. No.	Licence No. CM/L-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	6636580	Ridhi Sidhi Jewellers, Rangareddy	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	21-07-2008
2.	6691891	G M Amareswarappa Aqua Industries Yemmiganur	Packaged drinking water (other than packaged natural mineral water)	15-07-2008
3.	6725983	KVM packaged drinking water Vinjanur	Packaged drinking water (other than packaged natural mineral water)	04-07-2008
4.	6727280	Maruti Udyog Hyderabad	Electric ceiling type fans and regulators	21-07-2008

[No. CMD/13/13]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का.आ. 2075.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम 5 के अनुसरण में भारतीय मानक ब्यूरो एवम् द्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु.	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	6851887	जे राजेन्द्रा इम्पेक्स प्रा. लि. प्लॉट नं 60, सी आई ई गांधी नगर, आई डी ए हैदराबाद - 500037 आंध्र प्रदेश	छत के बिजली के पंखे और रेगुलेटर	374	-	-	1979
2.	6858194	मारुती उद्योग 5-35/275/ए, दुर्गा शक्ती पीठम कालोनी, प्लॉट नं 11, कूकटपल्ली हैदराबाद - 500072 आंध्र प्रदेश	पीवीसी रोधित केबल	694.	-	-	1990
3.	6853790	चंदना ब्रदर्स टेक्सटाइल्स एण्ड ज्वेलर्स, डोर नं 16-1-1658, जी टी रोड, कनकामहल थेटर के सामने, नेल्लोर - 524001 आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, 1417 आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	-	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
4.	6854590	भानू बीवरेजस, केर आफ 8-4533, प्लॉट नं 302, कुशी मुद्रम रिसिडेन्सी कलिंगा एनक्लेव हेच ए एल कालोनी सिकंदराबाद, ओल्ड बोयनपल्ली, रंगा रेडिड, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		—	2004
5.	6852182	महालक्ष्मी इन्डस्ट्रीस, महालक्ष्मी नगर, मार्केट यार्ड के पीछे सिद्दावरम रोड, वडवेल कडपा, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		—	2004
6.	6852283	श्री लक्ष्मी साई एन्टरप्राइजेस, सर्वे नं 445/3, जलदकी विलेज एण्ड मंडल नेल्लोर, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		—	2004
7.	6851988	श्री बालाजी बीवरेजस, सर्वे नं 469, सिद्धिपेट रोड, मेदक - 502101, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		—	2004
8.	6851786	भगवती एन्टरप्राइजेस, सर्वे नं 253, चेंगोल विलेज तांडूर मंडल, रंगा रेडिड, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		—	2004
9.	6857697	श्री साईप्यूर ड्रिंकिंग वाटर, जगदेवपुर रोड, नीयर रेलवे गेट, नल्गोन्डा, भेनगिर आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		—	2004
10.	6857293	प्रवन इन्डस्ट्रीस, ह उ नं 355-316/39 बी पी एल कालोनी, करीमनगर, रामगुंडम, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543			2004
11.	6857495	साई श्री इन्डस्ट्रीस, सर्वे नं 793, (सूर्यापेट टउन एण्ड मंडल) नल्गोन्डा, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543			2004
12.	6855895	गायत्री पैकेज्ड ड्रिंकिंग वाटर, सर्वे नं 483 एण्ड 439 जबनगर, शामीरपेट मंडल, रंगा रेडिड, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		—	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
13.	6856796	श्री साई फूड्स एण्ड बीवरेजस, फेज नं 200/1/ए ए आर बिट फेस II, आई डी ए चेलापल्ली - 500051 रंगा रेडिड, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
14.	6856897	नयागरा पैकेज्ड ड्रिंकिंग वाटर, सर्वे नं 377, प्लॉट नं 58, रामय्यानगर, कूकटपल्ली, बालानगर मंडल, रंगा रेडिड, आंध्र प्रदेश - 500054	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
5.	6856901	उमा पैकेज्ड ड्रिंकिंग वाटर, प्लॉट नं 403, कोड्डामुदला 522647	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004

[सं. सी.एस.डी/13:14]

पी. एम. पंतुलु, निदेशक वैज्ञानिक 'एक' एम प्रमुख

New Delhi, the 14th June, 2012

S.O. 2075.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	6851887	04-08-2008	M/s. Jai Rajendra Impex Pvt. Ltd., Plot No.60, CIE, Gandhi Nagar, IDA Distt : Hyderabad, Andhra Pradesh-500037	Electric ceiling type fans and regulators	374	-	-	1979
2.	6858194	20-08-2008	M/s. Maruti Udyog, 5-35/275/A, Durga Shakti Peetham Colony, Plot No. 11, Kukatpally, Distt : Rangareddi, Andhra Pradesh-500072	Pvc insulated cables for working voltages upto and including 1100v	694	-	-	1990
3.	6853790	13-08-2008	M/s. Chandana Brother's Textiles & Jewellers (P) Ltd., D. No. 16-1-658, Opp : Kanaka Mahal Theatre, G. T. Road, Distt : Nellore Andhra Pradesh-524001	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
4.	6854590	14-08-2008	M/s. Bhanu Beverages, C/o S. Muralidhar Rao H. No. 8-4-33, Flot No. 302, Krushi Muddam Residence Kalinga Enclave, HAL Colony, Secunderabad Old Bowenpally, Distt : Rangareddi, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
5.	6852182	05-08-2008	M/s. Mahalakshmi, Industries, Mahalakshmi Nagar, Behind Market Yard Siddavaram Road, Badvel, Distt : Cuddapah, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
6.	6852283	05-08-2008	M/s. Sri Lakshmi, Sai Enterprises, Sy. No. 445/3, Jaladanki Village & Mandal, Jaladanki, Distt : Nellore, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
7.	6851988	06-08-2008	M/s. Sri Balaji Beverages, Sy. No. 469, Siddipet Road, Distt : Medak, Andhra Pradesh- 502101	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
8.	6851786	06-08-2008	M/s. Bagavithi Enterprises, Sy. No. 253, Chengol Village, Tandur Mandal, Distt : Rangareddi, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
9.	6857697	13-08-2008	M/s. Sri Sai Pure Drinking, Water, Jagdevpur Road, Near Railway Gate, Bhongir, Distt : Nalgonda, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
10.	6857293	14-08-2008	M/s. Pravan Industries, H. No. 3-5-316/39, BPL Colony, Ramagundam, Distt : Karimnagar, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
11.	6857495	11-08-2008	M/s. Sai Shiva Industries, Survey No. 793, Suryapet (Town & Mandal), Distt : Nalgonda, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
12.	6855895	6-08-2008	M/s. Gayathri Packaged, Drinking Water, Sy. No. 438 & 439, Jawarnagar Shameerpet Mandal, Distt : Rangareddi Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
13.	6856796	5-08-2008	M/s. Sri Sai Foods & Beverages, Phase No. 200/1/A Phase II, IDA, Cherlapally, Distt : Rangareddi, Andhra Pradesh-500051	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
14.	6856897	14-08-2008	M/s. Nayagara Packaged Drinking Water, Sy. No. 377, Plot No. 58 Ramaiah Nagar, Kukatpally Balanagar Mandal, Distt : Rangareddi Andhra Pradesh-500054	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
15.	6856901	18-08-2008	M/s. Uma Packaged Drinking Water, Plot No. 403, Kondramutla -522 647, Epur Mandal, Kondramutla, Distt : Guntur, Andhra Pradesh-522647	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

[No. CMD/13 : 11]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का.आ. 2076.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :-

अनुसूची

क्र. सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	लाइसेंस के अन्तर्गत वस्तु प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	6597596	तुलसी मिनरल वाटर तिरुपती	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	01-08-2008
2.	6700462	गुड एर्थ एबेन्यूस प्रा. लि. पट्टरुपल्ली	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	11-08-2008

(1)	(2)	(3)	(4)	(5)
3.	6741779	रामकृष्णा प्यूरिफाइड ड्रिंकिंग वाटर हसनपती (एम)	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	01-08-2008
4.	6771182	शुशीला बीवरेजस हैदराबाद	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	28-08-2008

[सं. सी एम डी/13:13]

पी. एम. पंतुलू, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S.O. 2076.—In pursuance of sub-regulation (6) of the Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each : —

SCHEDULE

Sl. No.	Licence No. CM/L-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	6597596	Tulasi Mineral Water Tirupathi	Packaged drinking water (other than packaged natural mineral water)	01-08-2008
2.	6700462	Good Earth Avenues (P) Limited Padurupalli	Packaged drinking water (other than packaged natural mineral water)	11-08-2008
3.	6741779	Ramakrishnan Purified Drinking Water Hasnaparthy (M)	Packaged drinking water (other than packaged natural mineral water)	01-08-2008
4.	6771182	Susheela Beverages Hyderabad	Packaged drinking water (other than packaged natural mineral water)	28-08-2008

[No. CMD/13:13]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का.आ. 2077.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-विनियम 5 के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :

अनुसूची

क्रम सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु.	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	6860383	जे सी ज्वेलर्स, हाउस नं 2612-7-272/1/ए मेट्टूगूडा, हैदराबाद-500017 आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन विशिष्ट	1417			1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
2.	6860484	कट्टा लक्ष्मी नारायणय्या ज्वेलर्स डोर नं 7-3-257, मेइन रोड अनंतपुर, हिन्दुपुर - 515201 आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	1417	—	—	1999
3.	6860585	मोहम्मद खान ज्वेलर्स प्रा. लि. 16-10-33, नल्गोन्डा क्रास रोड मलकपेट, हैदराबाद- 500036 आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	1417	—	—	1999
4.	6867296	रुद्रांगी प्रकाश एण्ड सन्स ज्वेलर्स, 15-1-590, पतंगे बिल्डिंग सिद्दिअम्बर बाजार, हैदराबाद- 500012 आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	1417	—	—	1999
5.	6867397	श्री स्वाती ज्वेलरी शाप नं 16, ए एम सी काम्प्लेक्स, राजगोपालाचारी स्ट्रीट, गवर्नरपेट विजयवाडा, कृष्णा, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	1417	—	—	1999
6.	6872289	ललिता ज्वेलर्स शाप नं 8, ए एम सी काम्प्लेक्स, राजगोपालाचारी स्ट्रीट, गवर्नरपेट विजयवाडा, कृष्णा, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन- विशिष्ट	1417	—	—	1999
7.	6865595	गायत्री इन्डस्ट्रीयल प्रोडक्ट्स प्रा लि (यूनिट II) सर्वे नं 619, सी एस टी वेलिनेक्स लिमिटेड के पीछे पटानचेरू मंडल, इस्नापूर मंडल, मेदक आंध्र प्रदेश	ग्लास फाइबर री इन्फोर्सड प्लास्टिक जी आर पी पाइप्स जायन्ट्स एण्ड फिटिंग्स फर यूस फर पोटेबल वाटर सप्लै	12709	—	—	1994
8.	6873796	एन डी ए इन्डस्ट्रीस प्लॉट नं 49, सर्वे नं 266, परिगी रोड, शादनगर (वी आई) मेहबूबनगर, फारूखनगर (एम डी) आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	—	—	2004
9.	6871994	विज्जुन इन्डस्ट्रीस अलेप इन्डस्ट्रीयल एस्टेट प्लॉट नं 85, सूरमपल्ली विलेज - 521212 कृष्णा जिला, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	—	—	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
10.	6870588	श्री लक्ष्मी आक्वास सर्वे नं 856, 860-1 कलिगिरी विलेज एण्ड मंडल नेल्लोर-524224 आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		—	2004
11.	6871085	एस आर एस मिनरल प्रोडक्ट्स, 9-68, टी बी रोड गुंटकल-515801 अनंतपुर जिला, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	—	—	2004
12.	6856796	श्री साई प्रोडक्ट्स एण्ड बीवरेजस, डोर नं. 5-5-98/ ए 3, विवेक नगर निर्मल-504106 अदिलाबाद, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		—	2004
13.	6864088	मीरा एन्टरप्राइजेस डोर नं. 6-126, पेनमलूरु विलेज एण्ड मंडल, कृष्णा जिला, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		—	2004
14.	6864290	श्री तिरूमला इन्डस्ट्रीस सर्वे नं. 540/2, केन्द्रीय विद्यालय के सामने नन्लपाडू, गुंटूर-522005 आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		—	2004
15.	6861587	श्री मणिकंटा बीवरेजस प्लॉट नं. 14, आई डी ए, फेस II चेर्लापल्ली, हैदराबाद-500051 आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		—	2004
16.	6869708	श्री आर्या इन्डस्ट्रीस प्लॉट नं. 103, रामचन्द्रानगर कालोनी, मंत्रालयम विलेज एण्ड मंडल कर्नूल - 51834, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		—	2004
17.	6869910	विजयलक्ष्मी बीवरेजस सर्वे नं. 60, मुत्त्यालाचेरूवू विलेज, कदिरी रूरल, अनंतपुर, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		—	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
18.	6870184	गंगा भवानी मिनरल वाटर सर्वे नं. 725, बोंतपल्ली विलेज, जिन्नारम मंडल, मेदक, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	--	—	2004
19.	6870285	लक्ष्मी नरसिम्हा मिनरल्स हाउस नं. 4-6-22/1/सी, सर्वे नं. 1048/एए, ओल्ड स्ट्रीट एंकेपल्ली रोड, सदासिवपेट मेदक-502291, आंध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	--	—	2004

[सं. सीएमडी/13 : 11]

पी. एम. पंतुलू, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S.O. 2077.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	6860383	05-09-2008	M/s. J. C. Jewellery H. No. 12-7-272/1/A, Mettuguda, Secunderabad Distt. : Hyderabad- 500017 Andhra Pradesh	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
2.	6860484	05-09-2008	M/s. Katta Lakshmi Narayanaiah Jewellers D. No. 7-3-257, Main Road, Hindupur - 515201 Distt : Anantapur, Andhra Pradesh	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
3.	6860585	04-09-2008	M/s. Mohammed Khan Jewellers Pvt. Ltd. 16-10-33, Nalgonda X Road, Malakpet, Hyderabad - 500036 Distt. : Hyderabad, Andhra Pradesh	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
4.	6867296	26-09-2008	M/s. Rudrangi Prakash and Sons Jewellers 15-1-590, Patangay Building Siddiamber Bazar Distt : Hyderabad- 500012 Andhra Pradesh	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
5.	6867397	26-09-2008	M/s. Sri Swathi Jewellery Shop No. 16, AMC Complex, Rajagopalachari Street, Governorpet Vijayawada Distt : Krishna Andhra Pradesh	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
6.	6872289	29-09-2008	M/s. Lalitha Jewellers Shop No. 8, AMC Complex, Rajagopalachari Street, Governorpet Vijayawada - 520002 Distt : Krishna Andhra Pradesh	Gold and Gold Alloys, Jewellery/ Artefacts-Fineness and Marking	1417	-	-	1999
7.	6865595	23-09-2008	M/s. Gayathri Industrial Products Private Limited (Unit-II), Survey No. 619, Besides CST Valinox Ltd., Patancheru Mandal, Isnapur Village Distt : Medak Andhra Pradesh	Glass-fibre reinforced plastic (grp) pipes joints and fittings for use for potable water	12709	-	-	1994
8.	6873796	26-09-2008	M/s. NDA Industries Plot No. 49, S. No. 266 Pargi Road, Shadnagar (VI), Farooq Nagar (MD) Distt : Mahbubnagar, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
9.	6871994	30-09-2008	M/s. Vision Industries Alep Industrial Estate Plot No. 85, Surampalli Village - 521212 Gannavaram Village Krishna District, Surampalli Distt : Krishna, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
10.	6870588	29-09-2008	M/s. Sai Lakshmi Aquas Sy. No. 856, 860-1 Kaligiri Village & Mandal - 524224 Distt : Nellore Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
11.	6871085	30-09-2008	M/s. S. R. S. Mineral Products, 9-68, T. B. Road, Guntakal- 515801 Distt : Anantapur Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
12.	6865696	04-09-2008	M/s. Sri Sai Products & Beverages, D. No. 5-6-98/A3, Vivek Nagar Nirmal - 504106 Distt : Adilabad Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
13.	6864088	09-09-2008	M/s. Meera Enterprises Door No. 6-126, Penamaluru Village & Mandal, Distt : Krishna Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
14.	6864290	16-09-2008	M/s. Sri Tirumalesa Industries, Sy. No. 540/2 Opp Kendrya Vidhyalaya Nallapadu Guntur - 522005 Distt : Guntur Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
15.	6861587	04-09-2008	M/s. Shiva Manikanta Beverages, Plot No. 14, IDA Phase II, Cherlapally, Distt : Hyderabad - 500051 Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
16.	6869708	24-09-2008	M/s. Sree Arya Industries Plot No. 103, Ramachandranagar Colony, Mantralayam Village & Mandal Distt : Kurnool - 518345 Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
17.	6869910	26-09-2008	M/s. Vijayalakshmi Beverages, S. No. 60, Muthyalacheruvu Village, Kadiri Rural, Distt : Anantapur Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
18.	6870184	30-09-2008	M/s. Ganga Bhavani Mineral Water, Sy. No. 725, Bonthapally Village, Jinnaram Mandal Distt : Medak Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
19.	6870285	24-09-2008	M/s. Laxmi Narasimha Minerals, H. No. 4-6-22/1/C, Sy. No. 1048/AA Old Street, Yenkepally Road Sadashivapet, Distt : Medak Andhra Pradesh-502291	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004

[No. CMD/13 : 11]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का.आ. 2978.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :—

अनुसूची

क्र. सं.	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	6556582	श्री साई गंगा बीवरेजस राचपल्ली विलेज	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	2008-10-14
2.	6744078	चांदगोटिया मेटल्स प्रा. लि. हैदराबाद	बिजली के पंखों की मोटरों के लिए संधित्रों की विशिष्टि	2008-10-16
3.	677804	जेसी आक्वा पलमनेर	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	2008-10-14
4.	6803371	प्रशान्ती इन्डस्ट्रीस हैदराबाद	250 वोल्ट और 16 एम्पीयर तक की रेटिड करंट के लिए प्लग और साकेट निर्गम	2008-10-20

[सं. सी एम डी/13:13]

पी.एम. पंतुलु, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S.O. 2078.—In pursuance of sub-regulation (6) of the Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :—

SCHEDULE

Sl. No.	Licence No. CM/I.-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	6556582	Sree Sai Ganga Beverages Rachapalli Village	Packaged drinking water (other than packaged natural mineral water)	14-10-2008
2.	6744078	Chandgothia Metals Pvt. Ltd. Hyderabad	Packaged drinking water (other than packaged natural mineral water)	16-10-2008
3.	6777804	Jey Cee Aqua Products Palamaner	Packaged drinking water (other than packaged natural mineral water)	16-10-2008
4.	6803371	Prasanthi Industries Hyderabad	Pluges and socket outlets of 250 volts and rated current up to 16 amperes	20-10-2008

[No. CMD/13:13]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

क्र.अ. 2879.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :—

अनुसूची

क्र. सं.	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	6918893	हिमानी आक्वा मिनेरल्स पेटसननेगन्डला पोस्ट	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनेरल जल के अलावा)	2010-02-29
2.	6983908	पद्मजा लेबोरेटरीस प्रा. लि. विजयवाड़ा	पशु आहारों के संपूरक खनिज मिश्रण	2010-02-17

[सं. सी एम डी/13:13]

पी. एम. पंतुलू, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S.O. 2879.—In pursuance of sub-regulation (6) of the Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :—

SCHEDULE

Sj. No.	Licence No. CMI/-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	6918893	Himani Aqua Minerals Petasanegandla Post	Packaged drinking water (other than packaged natural mineral water)	09-02-2010
2.	6983908	Padmaja Laboratories Pvt. Ltd. Vijayawada	Mineral mixtures for Supplementing cattle feeds	17-02-2010

[No. CMD/13:13]

P.M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

क्र.अ. 2880.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :—

अनुसूची

क्र. सं.	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	6703670	एन आर सी इन्डस्ट्रीस कर्नूल	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक/मिनेरल जल के अलावा)	2010-03-29
2.	6796989	शिव गंगा पैकेज्ड ड्रिंकिंग वाटर कडप	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनेरल जल के अलावा)	2010-03-03

[सं. सी एम डी/13:13]

पी. एम. पंतुलू, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S.O. 2080.—In pursuance of sub-regulation (6) of the Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :-

SCHEDULE

Sl. No.	Licence No. CM/L-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	6703670	N R C Industries Kurnool	Packaged drinking water (other than packaged natural mineral water)	29-03-2010
2.	6796909	Siva Ganga Packaged Drinking water cuddapah	Packaged drinking water (other than packaged natural mineral water)	03-03-2010

[No. CMD/13:13]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का.आ. 2081.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) के उपनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :-

अनुसूची

क्र. सं.	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	6319568	बालाजी इन्डस्ट्रीस कडप	43 ग्रेड साधारण पोर्टलैंड सिमेन्ट	2009-12-16
2.	6438576	श्री दुर्गा बीवरेजस प्रा लि सिकंदराबाद	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	2009-12-17
3.	6584890	डिविनिटी बीवरेजस प्रा लि कौकूर विलेज	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	2009-12-17
4.	6647181	पी वेंकटेश्वर्लू एण्ड सन्स टंगूर	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	2009-12-17
5.	6846288	एस एस बीवरेजस रंगा रेड्डि	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	2009-12-17

(1)	(2)	(3)	(4)	(5)
6.	6869809	विजया फूड एण्ड बीवरेजस सिकंदराबाद	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	2009-12-17
7.	6884397	एस एस बीवरेजस रंगा रेडिड	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	2009-12-23

[सं. सी एम डी/13:13]

पी. एम. पंतुलू, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S.O. 2081.—In pursuance of sub-regulation (6) of the Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :—

SCHEDULE

Sl. No.	Licence No. CM/L-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	6319568	Balaji Industries Cuddapah		16-12-2009
2.	6438576	Sree Durga Beverages (P) Ltd Secunderabad	Packaged drinking water (other than packaged natural mineral water)	17-12-2009
3.	6584890	Divinity Beverages (P) Ltd Kotkur village	Packaged drinking water (other than packaged natural mineral water)	17-12-2009
4.	6647181	P Venkateswarlu & Sons Tangutur	Packaged drinking water (other than packaged natural mineral water)	21-12-2009
5.	6846288	S. S. Beverages Rangareddi	Packaged drinking water (other than packaged natural mineral water)	17-12-2009
6.	6869809	Vijaya Food & Beverages Secunderabad	Packaged drinking water (other than packaged natural mineral water)	17-12-2009
7.	6884397	S. S. Beverages Rangareddi	Packaged drinking water (other than packaged natural mineral water)	23-12-2009

[No. CMD/13:13]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का. आ. 2082.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) उपनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण लाईसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :—

अनुसूची

क्रम सं.	लाईसेंस संख्या सीएम/एल	लाईसेंसधारी का नाम व पता	लाईसेंस के अंतर्गत वस्तु प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1	6878810	वीना बीवरेजस अनन्तपुर	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	23-11-2009

[सं. सी एम डी/13 : 13]

पी. एम. पंतुलू, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S. O. 2082.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :—

SCHEDULE

Sl. No.	Licences No. CM/L-	Name & Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1	6878810	Veena Beverages Anantapur	Packaged drinking water (other than packaged natural mineral water)	23-11-2009

[No. CMD/13:13]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का. आ. 2083.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) उपनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण लाईसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :—

अनुसूची

क्रम सं.	लाईसेंस संख्या सीएम/एल	लाईसेंसधारी का नाम व पता	लाईसेंस के अंतर्गत वस्तु प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1	6648789	जे बी एन्टरप्राइजेस वेंकट रेड्डिपाले	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	10-10-2009
2	6722674	मनिकन्दा इन्डस्ट्रीज गुन्टकल	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	01-10-2009
3	6750073	मैत्री लिविंग वाटर अनन्तपुर	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	01-10-2009
4	6849601	कृष्णा पैकेज्ड ड्रिंकिंग वाटर अनन्तपुर	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	01-10-2009
5	6857697	श्री साई प्युर ड्रिंकिंग वाटर भोनगिर	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक] मिनरल जल के अलावा]	01-10-2009

(1)	(2)	(3)	(4)	(5)
6	6870083	श्री वेंकटेश्वरा बीवरेजस भोनागिर	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक] मिनरल जल के अलावा]	01-10-2009

[सं. सी एम डी/13 : 13]

पी. एम. पंतुलु, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S. O. 2083.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :—

SCHEDULE

Sl. No.	Licences No. CM/L-	Name & Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1	6648789	JB Enterprises, Venkata Reddy Palem	Packaged drinking water (other than packaged natural mineral water)	10-10-2009
2	6722674	Manikanta Industries, Guntakal	Packaged drinking water (other than packaged natural mineral water)	01-10-2009
3	6750073	Mytry Living Water, Anantapur	Packaged drinking water (other than packaged natural mineral water)	01-10-2009
4	6849601	Krishna Packaged Drinking Water, Anantapur	Packaged drinking water (other than packaged natural mineral water)	01-10-2009
5	6857697	Sri Sai Pure Drinking Water Bhongir	Packaged drinking water (other than packaged natural mineral water)	01-10-2009
6	6870083	Sri Venkateshwara Beverages, Bhongir	Packaged drinking water (other than packaged natural mineral water)	01-10-2009

[No. CMD/13 : 13]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का. आ. 2084.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) उपनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :—

अनुसूची

क्रम सं.	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1	6935893	यूनाईटेड फेस डायग्राम्स प्रा.लि. कोडमडुगु मेट्टूर विलेज	संरचना इस्पात की धातु आर्क वेल्डिंग के लिए आयुरित (चहर को छोड़कर अन्य उत्पादन)	15-9-2009

[सं. सी एम डी/13 : 13]

पी. एम. पंतुलु, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S. O. No. 2084.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :—

SCHEDULE

Sl. No.	Licences No. CM/L-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1	6935893	United Phase Diagrams India Private Limited Kondamadugu Meetu Village	Converted electroded for manual metal are welding of carbon and carbon manganese steel	15-09-2009

[No. CMD/13:13]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का.आ. 2085.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 उपनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :—

अनुसूची

क्रम सं.	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1	6436673	बालाजी एन्टरप्राइजेस अनन्तपुर	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक भिनरल जल के अलावा]	01-08-2009
2	6641068	सत्य सूर्य चन्द्रा वाटर प्रो. अदन्की	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक भिनरल जल के अलावा]	25-08-2009
3	6704268	रूपा आक्वा इन्डस्ट्रीज कर्नूल	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक भिनरल जल के अलावा]	11-08-2009
4	6799915	बिन्जुसारिया इस्पात प्रा.लि. महबूबनगर	कंक्रीट प्रबलता के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	19-08-2009

[सं. सी एम डी/13 : 13]

पी. एम. पंतुलु, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S.O. 2085.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licences No. CM/L-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1	6436673	Balaji Enterprises Ananthapur	Packaged drinking water (other than packaged natural mineral water)	01-08-2009
2	6641068	Satya Surya Chandra Water Products, Addanki	Packaged drinking water (other than packaged natural mineral water)	25-08-2009
3	6704268	Rupa Aqua Industries Kurnool	Packaged drinking water (other than packaged natural mineral water)	11-08-2009

(1)	(2)	(3)	(4)	(5)
4	6799915	Binjusaria Ispat Private Ltd., Mahabubnagar	High strength deformed steel bars and wires for concrete reinforcement	19-08-2009

[No. CMD/13:13]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का.आ. 2086.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) उपनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :—

अनुसूची

क्रम सं.	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1	6367276	तिरुपती उद्योग लि., हैदराबाद	कंक्रीट प्रबलता के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	02-06-2009
2	6607977	विनायका बीव्हेजस अमीनपुर विलेज	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	11-06-2009
3	6730673	एस. के. मिनरल्स हैदराबाद	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	17-06-2009
4	6847391	श्री साइ अमृत एन्टरप्राइजेस रंगा रेड्डि	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	17-06-2009

[सं. सी एम डी/13 : 13]

पी. एम. पंतुलू, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S. O. 2086.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licences No. CM/I-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1	6367276	Tirupati Udyog Ltd., Hyderabad	High strength deformed steel bars and wires for concrete reinforcement	02-06-2009
2	6607977	Vinayaka Beverages Ameenpur Village	Packaged drinking water (other than packaged natural mineral water)	11-06-2009
3	6730673	S. K. Minerals, Hyderabad	Packaged drinking water (other than packaged natural mineral water)	17-06-2009
4	6847391	Sri Sai Amrutha Enterprises Rangareddi	Packaged drinking water (other than packaged natural mineral water)	17-06-2009

[No. CMD/13:13]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का. आ. 2087.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 उप-नियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :—

अनुसूची

क्रम सं.	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1	6272063	प्रतीक बीवरेजस गुंटूर	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	25-02-2009
2	6716881	एस एस आर आक्वा प्रोडक्ट्स अडवितक्केलपाडू	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	27-02-2009

[सं. सी एम डी/13 : 13]

पी. एम. पंतुलु, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S. O. No. 2087.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licences No. CM/L-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1	6272063	Prathik Beverages Guntur	Packaged drinking water (other than packaged natural mineral water)	25-02-2009
2	6716881	S.S.R. Aqua Products Adavitakkellapadu	Packaged drinking water (other than packaged natural mineral water)	27-02-2009

[No. CMD/13 : 13]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का. आ. 2088.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 उप-नियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :—

अनुसूची

क्रम सं.	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1	6511358	साइ आक्वा इन्डस्ट्रीस हन्मकोन्डा	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	29-04-2009

[सं. सी एम डी/13 : 13]

पी. एम. पंतुलु, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S. O. 2088.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licences No. CM/I-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1	6511358	Sai Aqua Industries Hasamkonda	Packaged drinking water (other than packaged natural mineral water)	29-04-2009

[No. CMD/13 : 13]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का. आ. 2089.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 उप-नियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :—

अनुसूची

क्रम सं.	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1	6333562	गुरु फूड प्रोडक्ट्स तारनगर	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	30-03-2009
2	6523062	क्रीम लाइन डेयरी प्रा. लि. औंगोल	स्किमड दूध पाउडर मानक ग्रेड	05-03-2009
3	6562476	के सी बीवरेजस हैदराबाद	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	04-03-2009
4	6707274	साई सुजला इन्डस्ट्रीज तुम्पूर विलेज	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	05-03-2009
5	6711972	वीनस आक्वा मिनरल्स तेलंगाना	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	28-03-2009
6	6827385	जी सी जी आक्वा इन्डस्ट्रीज मुसकमबटूर विलेज एण्ड मंडल	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	30-03-2009

[सं. सी एम डी/13 : 13]

पी. एम. पंतुलू, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S. O. 2089.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licences No. CM/L-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	6333562	Guru Food Products Taranagar	Packaged drinking water (other than packaged natural mineral water)	30-03-2009
2.	6523062	Creamline Dairy Products Limited Ongole	Skimed Milk Powder Part-I, Standard Grade	05-03-2009
3.	6562476	K.B. Beverages Hyderabad	Packaged drinking water (other than packaged natural mineral water)	04-03-2009
4.	6707274	Sai Sujala Industries Thummuru Village .	Packaged drinking water (other than packaged natural mineral water)	05-03-2009
5.	6711972	Veenus Aqua Minerals Telaprolu	Packaged drinking water (other than packaged natural mineral water)	28-03-2009
6.	6827385	GVG Aqua Industries Murakambattu Village & Post	Packaged drinking water (other than packaged natural mineral water)	30-03-2009

[No. CMD/13 :13]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का.आ. 2090.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि/ वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा. संख्या	भाग	अनु	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	6913378	4-3-2009	सी बी आग्रेस एण्ड ज्वेलर्स प्रा.लि., जिला परिषद के सामने, डोर नं. 40-321, मेन रोड कर्नूल, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन - विशिष्टि	1417		—	1999
2.	6913479	4-3-2009	सी बी आग्रेस एण्ड ज्वेलर्स प्रा.लि., डोर नं. 40-1-45, साइराम मेन्शन, लब्बीपेट, विजयवाड़ा कृष्णा जिला, आंध्रप्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन - विशिष्टि	1417		—	1999
3.	6913580	2-3-2009	श्री लक्ष्मी ज्वेलरी मार्ट डोर नं. 14-18, भद्राचलम रोड. मैलवरम, कृष्णा जिला, आंध्रप्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन - विशिष्टि	1417		—	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
4.	6914784	09-03-2009	श्री गौरी शंकर ज्वेलरी वर्क्स डोर नं. 11-49-350, दूसरी मंजिल, श्री राधा कृष्णा कामप्लेक्स, सिवालयम स्ट्रीट, वन टाउन, विजयवाड, कृष्णा जिला, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन - विशिष्ट	1417		-	1999
5.	6916687	17-3-2009	स्यामला ज्वेलर्स डोर नं. 27-23-201, गोपाल रेड्डी रोड, गवर्नरपेट, विजयवाडा, कृष्णा जिला, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन - विशिष्ट	1417		-	1999
6.	6916687	17-03-2009	महेन्द्र ज्वेलरी हाउस शाप नं. 8, ई वी प्नाला (जै हिन्द टाकीस कामप्लेक्स) राजगोपालचारी स्ट्रीट, गवर्नरपेट, विजयवाडा 520002, कृष्णा जिला, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन - विशिष्ट	1417	-	-	1999
7.	6916889	17-03-2009	महेन्द्र ज्वेलरी पैराडाइस डोर नं. 27-23-200, गोपाल रेड्डी रोड, गवर्नरपेट, विजयवाडा, कृष्णा जिला, आंध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन - विशिष्ट	1417	-	-	1999
8.	6919794	30-03-2009	सवारिया पाइप्स प्राइवेट लि. सर्वे नं. 137, शंकरपल्ली रोड, नंदीगामा विलेज-502300 पटानचेरुवु मंडल, मेदक जिला	तप्त बेल्लित अल्प, मध्यम एवं उच्च तथता के संरचना इस्पात	2062		-	2006
9.	6913075	06-03-2009	रायसलीमा स्टील री- रोलिंग मिल्स प्रा.लि., नंदीगांव विलेज-509228 कोतूर मंडल, महबूबनगर जिला आंध्र प्रदेश	तप्त बेल्लित अल्प, मध्यम एवं उच्च तथता के संरचना इस्पात	2062		-	2006
10.	6925183	30-03-2009	सुजना मेटल प्राडक्ट्स लि., (यूनिट 1), सर्वे नं. 296/7/8 एण्ड 11, आइ डी ए, बोल्लाराम-502 325 मेदक जिला आंध्र प्रदेश	तप्त बेल्लित अल्प, मध्यम एवं उच्च तथता के संरचना इस्पात	2062		-	2006

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
11.	6924787	20-03-2009	हैं टेक अप्लाएन्सेस प्र. लि., बी-14/ए, सी आई ई, बालानगर, हैदराबाद-500 037 रंगा रेड्डी जिला आंध्र प्रदेश	पोर्टेबल लिक्वीफाइड पैट्रोलियम गैस अप्लाएन्सेस ऑपरेटिंग एट वेपर प्रेशर	11241	-	-	1985
12.	6920375	30-03-2009	एक्सट्रेको काम्पोजिट्स इंडिया प्र. लि., डायमंड प्लाजा, 995 पी, दूसरी मंजिल, 12वां मेन रोड, सेकण्ड एवेन्यू, अन्ना नगर-600 040 तमिलनाडू	ग्लास फाइबर री इन्फोर्सड प्लास्टिक (जी आर पी) पाइप्स जायन्ट्स एण्ड फिटिंग फर यूस फर पोटेबल वाटर सप्लै	12709	-	-	1994
13.	6918893	16-03-2009	हिमानी आक्वा मिनरल्स, रामकृष्ण सिनेमा थिएटर के सामने पेटसन्नेगन्ड्ला पोस्ट कारेमपूडी मंडल, गुंटूर आन्ध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
14.	6917588	17-03-2009	वेकट नाग लक्ष्मी एन्टरप्राइजेस प्रा.लि., इन्कुर्ती विलेज पोडलकूर-524 345 नेल्लूर जिला आन्ध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
15.	6918792	18-03-2009	एच एण्ड सन्स फूड्स एण्ड बीवरेजस, 13-6-825/12 रिंग रोड अत्तापूर ब्रिज के पास, हैदराबाद, आन्ध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
16.	6913782	06-03-2009	श्री गोदावरी बीवरेजस, 2-3-512/134/10 बापू नगर, अम्बरपेट, हैदराबाद, आन्ध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
17.	6913277	06-03-2009	एस एस अल्ट्रा-टेक डोर नं. 9-127, राय नगर, गन्नावरम-521 101 कृष्णा जिला, आन्ध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
18.	6912982	02-03-2009	आर एस आर इन्डस्ट्री डोर नं. 3-106, मेदर बाजार पोरन्की, पेनमलूरु मंडल कृष्णा जिला, आन्ध्र प्रदेश	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
19.	6922884	31-03-2009	विसाका इन्डस्ट्रीज लि., विसाका टावर्स, 1-8-303/69/3 एस पी रोड, सिकंदराबाद-500 003, आन्ध्र प्रदेश	फाइबर सीमेन्ट प्लेट शीट्स	14862	-	-	2000

[सं. सी एम डी/13 : 11]

पी. एम. पंतुलू, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S.O. 2090.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licence No	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	6913378	04-03-2009	M/s. CB Agros and Jewellers Private Limited, Opp. Zilla Parishad, D. No. 40.321, Main Road, Distt. : Kurnool Andhra Pradesh	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking	1417	-	-	1999
2.	6913479	04-3-2009	M/s. CB Agros and Jewellers Private Limited D. No. 40-1-45, Siaram Mansion, Labbipet, Vijayawada, Distt. : Krishna, Andhra Pradesh	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking	1417	-	-	1999
3.	6913580	2-3-2009	M/s. Sri Lakshmi Jewellery Mart Door No. 14-18, Bhadrachlam Road, Mylavaram Distt. : Krishna Andhra Pradesh-521230	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking	1417	-	-	1999
4.	6914784	09-03-2009	M/s. Sri Gowri Sanakar Jewellery Works Door No. 11-49-350, 2nd floor, Sri Radha Krishna Complex, Sivalaya Street, One Town, Distt. : Krishna Andhra Pradesh	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking	1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
5.	6916687	17-3-2009	M/s. Syamala Jewellers Door. No. 27-23-201, Gopala Reddy Road, Governorpet, Distt. : Krishna Andhra Pradesh	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
6.	6916788	17-03-2009	M/s. Syamala Jewellers Door No. 27-23-201, Gopala Reddy Road, Governorpet, Distt. : Krishna Andhra Pradesh,	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
7.	6916889	17-03-2009	M/s. Mahendra Jewellery House, Shop 8, E.V. Plaza (Jaihind Talkies Complex) Rajagopalchari Street, Governorpet, Distt. : Krishna Andhra Pradesh-520002	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
8.	6919794	17-03-2009	M/s. Sawaria Pipes Private Limited H. No. 5-2-196/2A Distillery Road, Ranigunj, Secunderabad- 500 003, Distt. : Hyderabad, Andhra Pradesh	Steel for general structural purposes-	2062	-	-	2006
9.	6913075	06-03-2009	M/s. Rayalaseema Steel Re-Rolling Mills Pvt. Ltd. Nandigaon Village-509 228 Kothur Mandal Distt. : Mahbubnagar, Andhra Pradesh	Steel for general structural purposes-	2062	-	-	2006
10.	6925183	30-03-2009	M/s. Sujana Metal Products Limited (Unit I) 18 Nagarjuna Hills Panjagutta Hyderabad-500 082 Distt. : Hyderabad Andhra Pradesh	Steel for general structural purposes-	2062	-	-	2006
11.	6924787	20-03-2009	M/s. Hitek Appliances Pvt. Ltd. B-14/A, CIE Balanagar, Hyderabad Distt. : Rangareddi Andhra Pradesh-500037	Portable Liquefied Petroleum gas appliances operating at vapour pressure	11241	-	-	1985
12.	6920375	30-03-2009	M/s. Extraco Composites India Pvt. Ltd. Diamond Plaza, 995-P, IInd floor, 12th Main Road, 2nd Avenue, Anna Nagar, Distt. : Chennai Tamilnadu-600040	Glass-fibre rein- forced plastic (grp) pipes, joints and fittings for use for potable water supply	12709	-	-	1994

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
13.	6918893	16-03-2009	M/s. Himani Aqua Minerals Opp. Radhakrishna Cinema Theatre, Petasanegandla Post Karempudi Mandal Distt. : Guntur Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
14.	6917588	17-03-2009	M/s. Venkata Naga Lakshmi Enterprises (P) Ltd. Inkurthi Village, Podalakur- 524 345 Podalakur Mandal, Distt. : Nellore Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
15.	6918792	18-03-2009	M/s. H & Sons Foods & Beverages 13-6-825/12 Ring Road, Near Attapur, Bridge, Distt. : Hyderabad, Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543			2004
16.	6913782	06-03-2009	M/s. Sri Godavari Beverages 2-3-512/134/10 Bapu Nagar, Amberpet, Hyderabad Distt. : Rangareddi Andhra Pradesh-500013	Packaged drinking water (other than packaged natural mineral water)	14543			2004
17.	6913277	06-03-2009	M/s. S. S. Ultra-Tech D. No. 9-127, Roy Nagar, Gannavaram-521 101 Gannavaram Distt. : Krishna Andhra Pradesh	Packaged drinking water (other than packaged natural mineral water)	14543			2004
18.	6912982	02-03-2009	M/s. RSR Industry D. No. 3-105 Medara Bazar Poranki, Penamaluru Mandal, Distt. : Krishna Andhra Pradesh	(Packaged drinking water (other than packaged natural mineral water)	14543			2004
19.	6922884	31-03-2009	M/s. Visaka Industries Ltd. Visakha Towers 1-8-303/69/3 S P Road, Secunderabad, Distt. Hyderabad, Andhra Pradesh-500 003	Fibre cement flat sheets	14862			2000

[No. CMD/13-11]

P. M. PANTULU, Director Scientist F & Head

नई दिल्ली, 14 जून, 2012

का. आ. 2091.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) उपनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण लाईसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :

अनुसूची

क्रम सं.	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	6205048	हैदराबाद केमिकल प्रोडक्ट्स हैदराबाद	फोरेट ग्रान्यूलस एनकेप्सुलेटेड	19-01-2009
2.	6369078	मन्यम आक्वा प्रा.लि. पेटबशीराबाद	पैकेजबंद पेय जल पैकेजबंद प्राकृतिक मिनरल जल के अलावा	01-01-2009
3.	6714675	साई गंगा फूड एण्ड बीवरेजस रंगा रेंडिड	पैकेजबंद पेय जल पैकेजबंद प्राकृतिक मिनरल जल के अलावा	01-01-2009

[सं. सी एम डी/13 : 13]

पी. एम. पंतुलू, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S. O. 2091.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particular of which are given below have been cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licences No. C.M.I.-	Name & Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	6205048	Hyderabad Chemical Products Hyderabad	Pesticide phorate gencapsulated	19-01-2009
2.	6369078	Manyam Aqua Pvt. Ltd., Pet Basheerabad	Packaged drinking water (other than packaged natural mineral water)	01-01-2009
3.	6714675	Sai Ganga Food & Beverages Rangareddi	Packaged drinking water (other than packaged natural mineral water)	01-01-2009

[No. CMD/13 :13]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का. आ. 2092.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) उपनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :—

अनुसूची

क्रम सं.	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	6791905	आग्रिक इंजीनियरिंग प्रा.लि. हैदराबाद	बिजली के पंखों की मोटरों के लिए संधारित्रों की विशिष्ट	10-11-2008

[सं. सी एम डी/13 : 13]

पी. एम. पंतुलू, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S. O. 2892.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particular of which are given below have been cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licences No. CM/L-	Name & Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	6794905	Auric Engineering Pvt. Ltd. Hyderabad	Capacitores for electric fan motors	10-11-2008

[No. CMD/13 : 13]

P. M. PANTULU, Director Scientist 'F' & Head

नई दिल्ली, 14 जून, 2012

का. अ. 2093.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) उपनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :

अनुसूची

क्रम सं.	लाइसेंस संख्या सीएम/एस	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	6321757	सिव गंगा आक्वा प्रोडक्ट्स गुड्डूर	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	16-12-2008
2.	6644276	आसल मार्केटिंग, माचेरि	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	26-12-2008
3.	6808179	यमो कोबलस लि. हैदराबाद	पीवीसी रोधित (हैवी ड्यूटी) बिजली के केबल	01-12-2008
4.	6808381	यमो कोबलस लि. हैदराबाद	क्रॉसलिंकड पॉलीथिन से रोधित पीवीसी के खोल चढ़ी केबल भाग I 1100 वो. तक कार्यकारी वोल्ट के लिए	01-12-2008

[सं. सी एम डी/13 : 13]

पी. एम. पंतुलु, निदेशक वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 14th June, 2012

S. O. 2893.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particular of which are given below have been cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licences No. CM/L-	Name & Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	6321757	Siva Ganga Aqua Products Guddur	Packaged drinking water (other than packaged natural mineral water)	16-12-2008
2.	6644276	Asal Marketing, Macheria	Packaged drinking water (other than packaged natural mineral water)	26-12-2008

(1)	(2)	(3)	(4)	(5)
3.	6808179	Thermo Cables Limited Hyderabad	PVC insulated (heavy duty) electric cables Part 1 for working voltages upto and including 1100 v	01-12-2008
4.	6808381	Thermo Cables Limited Hyderabad	Crosslinked polythylene insulated PVC sheathed cables Part 1 for working voltage upto and including 1100 v	01-12-2008

[No. CMD/13:13]

P. M. PANTULU, Director Scientist 'F' & Head

कोयला मंत्रालय

नई दिल्ली, 11 जून, 2012

का. आ. 2094.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है।

उक्त अनुसूची में वर्णित भूमि के अन्तर्गत आने वाले क्षेत्र के ब्यौरे रेखांक संख्या एसईसीएल/बीएसपी/जीएम/(पीएलजी)/भूमि/420 तारीख 21 जनवरी, 2012 का निरीक्षण कलेक्टर, अनुपपुर और शहडोल (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि से कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है;

उक्त अनुसूची में विहित भूमि में हितबद्ध कोई व्यक्ति--

- (1) संपूर्ण भूमि या उसके किसी भाग के अर्जन या ऐसी भूमि में या उस पर के किन्हीं अधिकारों के प्रति आक्षेप कर सकेगा; या
- (2) भूमि में किसी हित के प्रतिकर या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का दावा कर सकेगा; या

(3) प्रभावहीन हो गई सर्वेक्षण अनुज्ञप्तियों, खनन पट्टों के अधीन अर्जित किये जाने पर अधिकारों के लिये प्रतिकर प्राप्त कर सकेगा और उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट भूमि के कोरों से संग्रहण या अन्य खनिज नमूनों तथा उनके सम्यक् विश्लेषण को तथा किसी अन्य सुसंगत अभिलेख या सामग्रियों की निर्मित से संबंधित सभी मानचित्र चार्ट और अन्य दस्तावेज परिदत्त कर सकेगा।

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व), साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) को भेजेंगे।

अनुसूची

बदुरा ब्लाक पश्चिम विस्तार, सोहागपुर क्षेत्र

जिला--अनुपपुर और शहडोल (मध्य प्रदेश)

[रेखांक संख्या एसईसीएल/बीएसपी/जीएम/(पीएलजी)/भूमि/420 तारीख 21 जनवरी, 2012]

(पूर्वक्षण के लिए अधिसूचना भूमि दर्शाते हुए)

क्रम सं.	ग्राम का नाम	बन्दोबस्त नम्बर	पटवारी हल्का नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1	2	3	4	5	6	7	8
1.	बदुरा	639	106	सोहागपुर	शहडोल	1247.962	भाग
2.	रामपुर	890	107	सोहागपुर	शहडोल	375.091	भाग

1	2	3	4	5	6	7	8
3.	बेलिया	722	107	सोहागपुर	शहडोल	60.210	भाग
4.	अतरिया	09	107	सोहागपुर	शहडोल	431.847	संपूर्ण
5.	खमरौध	179	105	सोहागपुर	शहडोल	643.500	भाग
6.	खैरवना	205	106	सोहागपुर	शहडोल	455.493	भाग
7.	बिछिया	716	106	सोहागपुर	शहडोल	584.950	संपूर्ण
8.	कोदेली	167	29	अनूपपुर	अनूपपुर	415.529	भाग
9.	खाड़ा	184	30	अनूपपुर	अनूपपुर	51.201	भाग

कुल : -4265.783 हेक्टर (लगभग) या 10540.75 एकड़ (लगभग)

सीमा वर्णन :

- क-ख रेखा ग्राम चाका-खमरौध की सम्मिलित सीमा में बिन्दु "क" से आरम्भ होती है और ग्राम चाका खमरौध के भागतः सम्मिलित सीमा, ग्राम खमरौध के मध्य भाग, ग्राम खैरवना के उत्तरी भाग, ग्राम अतरिया-अमलई, अतरिया गिरवा के सम्मिलित सीमा से होती हुई बिन्दु "ख" पर मिलती है।
- ख-ग रेखा ग्राम बेलिया के पश्चिमी भाग, ग्राम रामपुर के मध्य भाग से होती हुई ग्राम रामपुर खारा के सम्मिलित सीमा में बिन्दु "ग" पर मिलती है।
- ग-घ रेखा ग्राम कोदेली-खारा के भागतः सम्मिलित सीमा, ग्राम खारा के पश्चिमी भाग, ग्राम कोदेली के मध्य भाग, ग्राम बटुरा के दक्षिणी भाग से होती हुई सोन नदी के किनारे पर बिन्दु "घ" पर मिलती है।
- घ-क रेखा सोन नदी के भागतः पूर्वी किनारे से होती हुई आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/03/2012 सीआर आइ डब्ल्यू 1]

ए.क. दाम, अवर सचिव

MINISTRY OF COAL.

New Delhi, the 11th June, 2012

S.O. 2094.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands mentioned in the Schedule annexed hereto;

And whereas, the plan bearing number SECL/BSP/GM/(PIG) Land-420 dated 21st January, 2012 containing details of the area of land described in the said schedule may be inspected at the office of the Collector, Anuppur and Shahdol (Madhya Pradesh) or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh).

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from lands described in the said schedule:

Any person interested in the land described in the said schedule may

- object to the acquisition of the whole or any part of the land, or of any rights in or over such land; or
- claim an interest in compensation if the land or any rights in or over such land; or

(iii) seek compensation for prospecting licences ceasing to have effect, rights under mining lease being acquired, and deliver all maps, charts and other documents relating to the land, collection from the land of cores or other mineral samples and due analysis thereof and the preparation of any other relevant record or materials referred to in sub-section (7) of Section 13 of the said Act,

to the Officer-In-Charge or Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Chhattisgarh) within a period of ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Batura Block West Extension, Sohagpur Area

District-Anuppur and Shahdol (Madhya Pradesh)

[plan bearing number SECL/ BSP/GM/(PLG)/Land/420 dated 21st January, 2012] (Showing the land notified for prospecting)

Sl. No.	Name of village	Bandobast Number	Patawari Halka number	Tahsil	District	Area in hectares	Remarks
1.	Batura	639	106	Sohagpur	Shahdol	1247.962	Part
2.	Rampur	890	107	Sohagpur	Shahdol	375.091	Part
3.	Beliya	722	107	Sohagpur	Shahdol	60.210	Part
4.	Atariya	09	107	Sohagpur	Shahdol	431.847	Full
5.	Khamraudh	179	105	Sohagpur	Shahdol	643.500	Part
6.	Khairwana	205	106	Sohagpur	Shahdol	455.493	Part
7.	Bichhiya	716	106	Sohagpur	Shahdol	584.950	Full
8.	Kodaili	167	29	Anuppur	Anuppur	415.529	Part
9.	Khara	184	30	Anuppur	Anuppur	51.201	Part
Total :—4265.783 hectares (approximately) or 10540.75 acres (approximately)							

BOUNDARY DESCRIPTION :—

- A-B Line starts from point 'A' on the common boundary of villages Chaka-Khamraudh and passes along partly common boundary of villages Khamraudh-Chaka, through middle part of village Khamraudh, northern part of village Khairwana, along common boundary of villages Atariya-Amlai, Atariya-Girwa and meets at point 'B'.
- B-C Line passes through western part of village Beliya, middle part of village Rampur and meets at point 'C' on the common boundary of villages Rampur-Khara.
- C-D Line passes along partly common boundary of villages Kodaili-Khara, through western part of village Khara, middle part of village Kodaili, southern part of village Batura and meets at point 'D' on the bank of Son River.
- D-A Line passes along partly eastern bank of Son River and meets at starting point 'A'.

[F. No. 430151/03/2012-PRW-I]

A. K. DAS, Under Secy.

नई दिल्ली, 11 जून, 2012

का.आ. 2095.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अधिप्राप्त किए जाने की संभावना है;

उक्त अनुसूची में वर्णित भूमि के अन्तर्गत आने वाले क्षेत्र के ब्योरे रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/422 तारीख 24 फरवरी, 2012 को निरीक्षण कलेक्टर, शहडोल (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता - 700001 के कार्यालय में या साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर- 495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि से कोयले का पूर्वोक्षण करने के अपने आदेश की सूचना देती है;

उक्त अनुसूची में विहित भूमि में हितबद्ध कोई व्यक्ति—

(i) संपूर्ण भूमि या उसके किसी भाग के अर्जन या ऐसी भूमि में या उस पर के किन्हीं अधिकारों के प्रति आक्षेप कर सकेगा; या

(ii) भूमि में के किसी हित के प्रतिकर या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का दावा कर सकेगा; या

(iii) प्रभावहीन हो गई पूर्वोक्षण अनुज्ञप्तियों, खनन पट्टों के अधीन अर्जित किये जाने पर अधिकारों के लिये प्रतिकर प्राप्त कर सकेगा और उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट भूमि के कोरों से संग्रहण या अन्य खनिज नमूनों तथा उनके सम्यक् विश्लेषण को तथा किसी अन्य सुसंगत अभिलेख या सामग्रियों की निर्मित से संबंधित सभी मानचित्र चार्ट और अन्य दस्तावेज परिदत्त कर सकेगा।

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व), साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर- 495006 (छत्तीसगढ़) को भेजेंगे।

अनुसूची

पठरा ब्लॉक, सोहागपुर क्षेत्र

जिला-शहडोल (मध्य प्रदेश)

[रेखांक संख्या-एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/422 तारीख 24 फरवरी, 2012]

(पूर्वोक्षण के लिए अधिसूचना भूमि दर्शाते हुए)

क्रम सं.	ग्राम का नाम	पटवारी हल्का नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1.	पठरा	101	सोहागपुर	शहडोल	396.349	भाग
2.	चटहा	98	सोहागपुर	शहडोल	60.230	भाग
3.	अमरहा	107	सोहागपुर	शहडोल	62.000	भाग
4.	भमरहा	102	सोहागपुर	शहडोल	327.350	संपूर्ण
5.	सिगुरी	103	सोहागपुर	शहडोल	23.448	भाग
6.	छिरपानी	102	सोहागपुर	शहडोल	26.631	भाग
7.	पथखई	100	सोहागपुर	शहडोल	130.810	भाग
8.	केलमनिया	99	सोहागपुर	शहडोल	100.000	भाग

कुल :— 1126.818 हेक्टर (लगभग) या 2784.37 एकड़ (लगभग)

सीमा वर्णन :

- क-ख रेखा ग्राम पठरा-केलमनिया के सम्मिलित सीमा में बिन्दु "क" से आरम्भ होती है और ग्राम पठरा के उत्तरी, ग्राम चटहा के पूर्वी भाग से होती हुई ग्राम चटहा-छिरपानी के सम्मिलित सीमा में बिन्दु "ख" पर मिलती है।
- ख-ग रेखा ग्राम छिरपानी के पूर्वी भाग, ग्राम भमरहा-छिरपानी, भमरहा-सिगुरी के भागतः सम्मिलित सीमा, ग्राम सिगुरी के दक्षिणी, ग्राम अमरहा के पूर्वी भाग से होती हुई ग्राम अमरहा-पथखई के सम्मिलित सीमा में बिन्दु "ग" पर मिलती है।
- ग-घ रेखा ग्राम पथखई के पश्चिमी भाग से होती हुई ग्राम पथखई-केलमनिया के सम्मिलित सीमा में बिन्दु "घ" पर मिलती है।

घ-क रेखा ग्राम केलमनिया-पठरा के भागत: सम्मिलित सीमा, ग्राम केलमनिया के पश्चिमी भाग से होती हुई आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/4/2012- पीआरआईडब्ल्यू-1]

ए. के. दास, अवर सचिव

New Delhi, the 11th June, 2012

S.O. 2095.—Whereas it appears to the Central Government that Coal is likely to be Obtained from the lands mentioned in the Schedule annexed hereto;

And whereas, the plan bearing number SECL/BSP/GM(PLG)/LAND/ 422 dated 24th February, 2012 containing details of the area of land described in the said schedule may be inspected at the office of the Collector, Shahdol (Madhya Pradesh) or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur -495006 (Chhattisgarh);

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from lands described in the said schedule:

Any person interested in the land described in the said schedule may-

- (i) object to the acquisition of the whole or any part of the land, or of any rights in or over such land; or
- (ii) claim an interest in compensation if the land or any rights in or over such land; or
- (iii) seek compensation for prospecting licences ceasing to have effect, rights under mining lease being acquired, and deliver all maps, charts and other documents relating to the land, collection from the land of cores or other mineral samples and due analysis thereof and the preparation of any other relevant record or materials referred to in sub-section (7) of Section 13 of the said Act,

to the Officer-In-Charge or Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Chhattisgarh) within a period of ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Pathara Block, Sohagpur Area District-Shahdol (Madhya Pradesh)

[Plan bearing number SECL/BSP/GM(PLG)/LAND/422 dated 24th February, 2012]

(Showing the land notified for prospecting)

Sl. No.	Name of village	Patawari Halka number	Tahsil	District	Area in hectares	Remarks
1.	Pathara	101	Sohagpur	Shahdol	396.349	Part
2.	Chatha	98	Sohagpur	Shahdol	60.230	Part
3.	Amraha	107	Sohagpur	Shahdol	62.000	Part
4.	Bhamraha	102	Sohagpur	Shahdol	327.350	Full
5.	Siguri	103	Sohagpur	Shahdol	23.448	Part
6.	Chhirpani	102	Sohagpur	Shahdol	26.631	Part
7.	Pathkhai	100	Sohagpur	Shahdol	130.810	Part
8.	Kelmaniya	99	Sohagpur	Shahdol	100.000	Part

Total:- 1126.818 hectares (approximately) or 2784.37 acres (approximately)

Boundary Description:

A-B Line starts from point 'A' on the common boundary of villages Pathara-Kelmaniya and passes through northern part of village Pathara, eastern part of village Chatha and meets at point 'B' on the common boundary of villages Chatha-Chhirpani.

- B-C Line passes through eastern part of village Chhirpani, along partly common boundary of villages Bhamraha-Chhirpani, Bhamraha-Siguri, southern part of village Siguri, eastern part of village Amraha and meets at point 'C' on the common boundary of villages Amraha-Pathkhai.
- C-D Line passes through western part of village Pathkhai and meets at point 'D' on the common boundary of villages Pathkhai-Kelmaniya.
- D-A Line passes along partly common boundary of villages Kelmaniya-Pathara, western part of village Kelmaniya and meets at starting point 'A'.

[F. No. 43015/4/2012-PRW-1]

A. K. DAS, Under Secy.

नई दिल्ली, 12 जून, 2012

का.आ. 2096.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र, भाग-II, खंड 3, उपखंड (ii) में तारीख 26 अगस्त, 2011 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 2267, तारीख 26 अगस्त, 2011 द्वारा इस अधिसूचना से उपाखण्ड अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में, जिसका माप 770.57 हेक्टेयर (लगभग) या 1904.07 एकड़ (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी ;

और, केन्द्रीय सरकार का यह समाधान हो गया है, कि इस अधिसूचना से संलग्न अनुसूची में वर्णित उक्त भूमियों के भाग में कोयला अभिप्राप्य है।

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित 697.98 हेक्टेयर (लगभग) या 1724.72 एकड़ (लगभग) माप की भूमि में सभी अधिकारों का अर्जन करने के अपने आशय की सूचना देती है।

टिप्पण 1 : इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक संख्या एनटीपीसी/सीएम/सेक्शन IV/सीबीए/09/पीबी/051 तारीख 20 दिसम्बर, 2011 का निर्माण उपायुक्त, हजारीबाग (झारखंड राज्य) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता-700001 के कार्यालय में या कार्यकारी निदेशक, (ईंधन सुरक्षा) एनटीपीसी लिमिटेड, प्रथम तल, आर एण्ड सी बवन, सेक्टर-24, नोएडा-201301 या उप महाप्रबंधक, एनटीपीसी लिमिटेड, पकरी बरवाडीह कोल माईनिंग प्रोजेक्ट, उज्जवल काम्पलेक्स, परमिल रोड, हजारीबाग-825301 (झारखंड) के कार्यालय में या मुख्य महाप्रबंधक (गवेषण संभाग), सेन्ट्रल माइनिंग प्लानिंग एण्ड डिजाइन इन्स्टीट्यूट, गोंडवाना प्लेस, कांके रोड रांची या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता-700001 या जिला कलेक्टर और मजिस्ट्रेट, जिला-हजारीबाग, झारखंड के कार्यालय में किया जा सकेगा ;

टिप्पण 2 : उक्त अधिनियम की धारा 8 के उपबंध की ओर ध्यान आकृष्ट किया जाता है जो निम्न उपबंध करता है :

अर्जन के प्रति आक्षेप :-

'8(1) कोई व्यक्ति, जो किसी भूमि जिसकी बाबत धारा 7 की उप-धारा (1) के अधीन कोई अधिसूचना जारी की गई है, अधिसूचना जारी की जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आक्षेप कर सकेगा।

स्पष्टीकरण :-

(1) इस धारा के अर्थान्तर्गत यह आक्षेप नहीं माना जाएगा कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन सौकरियाएं करना चाहता है और ऐसी सौकरियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) धारा 8 की उप-धारा (1) के अधीन प्रत्येक आक्षेप, सक्षम प्राधिकारी को लिखित रूप में किया जाएगा और सक्षम प्राधिकारी, आक्षेपकर्ता को स्वयं सुने जाने का या विभिन्न व्यवसायी द्वारा सुने जाने का अवसर देगा और ऐसे सभी आक्षेपों को सुनने के पश्चात् और ऐसी अधिकृत जाँच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आक्षेपों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजन के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता है, यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।'

टिप्पण 3 : केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता-700001 को उक्त अधिनियम की धारा 3 के अधीन भारत के राजपत्र भाग-II, खंड 3, उपखंड (ii) तारीख 9 सितम्बर, 2006 में प्रकाशित अधिसूचना सं. का. आ. 3629, जिसे तत्पश्चात् भारत के राजपत्र भाग-II, खंड (3), उपखंड (ii) में प्रकाशित का. आ. 2307 तारीख 18 अगस्त, 2007 द्वारा संशोधित किया गया था, द्वारा सक्षम प्राधिकारी के रूप में नियुक्त किया है।

अनुसूची

पकरी बरवाडीह कोल माइनिंग ब्लॉक फेज-V

नार्थ करनपुरा कोलफील्ड्स

जिला-हजारीबाग, झारखंड

(रेखांक संख्या-एनटीपीसी/सीएम/सेक्शन IV /सीबीए/09/पीबी/051, तारीख 20 दिसम्बर, 2011)

सभी अधिकार :

(क) राजस्व भूमि :

क्रम सं.	गांव का नाम	थाना नं	थाना	जिला	क्षेत्रफल		टिप्पणी
					हेक्टेयर	एकड़	
1.	बेलतु	32	करेडारी	हजारीबाग	7.29	18.00	भाग
2.	कंडाबेर	33	करेडारी	हजारीबाग	50.58	124.99	भाग
3.	बरियातू	42	करेडारी	हजारीबाग	12.82	31.68	भाग
4.	जबरा	43	करेडारी	हजारीबाग	22.10	54.61	भाग
5.	बसरिया	44	करेडारी	हजारीबाग	20.23	50.00	भाग
6.	नावाडीह	45	करेडारी	हजारीबाग	6.07	15.00	भाग
7.	सिरमा	46	करेडारी	हजारीबाग	57.43	141.92	भाग
8.	पकरी बरवाडीह	56	बड़कागांव	हजारीबाग	208.46	515.10	भाग
कुल (लगभग)					384.98	951.30	

(ख) वन भूमि (अधिसूचित/गैर-अधिसूचित/जंगल-झाड़ी) :

क्रम सं.	गांव का नाम	थाना नं	थाना	जिला	क्षेत्रफल		टिप्पणी
					हेक्टेयर	एकड़	
1.	बेलतु	32	करेडारी	हजारीबाग	6.48	16.00	भाग
2.	कंडाबेर	33	करेडारी	हजारीबाग	20.11	49.68	भाग
3.	बरियातू	42	करेडारी	हजारीबाग	202.28	499.83	भाग
4.	जबरा	43	करेडारी	हजारीबाग	6.92	17.10	भाग
5.	बसरिया	44	करेडारी	हजारीबाग	30.98	76.57	भाग
6.	नावाडीह	45	करेडारी	हजारीबाग	20.23	50.00	भाग
7.	सिरमा	46	करेडारी	हजारीबाग	21.48	53.07	भाग
8.	पकरी बरवाडीह	56	बड़कागांव	हजारीबाग	4.52	11.17	भाग
कुल (लगभग)					313.00	773.42	

सारांश :-

- (क) कुल राजस्व भूमि : 384.98 हेक्टर (लगभग) = 951.30 एकड़ (लगभग)
 (ख) कुल वन भूमि : 313.00 हेक्टर (लगभग) = 73.42 एकड़ (लगभग)
 सकल योग (क+ख) : 697.98 हेक्टर (लगभग) = 1724.72 एकड़ (लगभग)

अर्जनाधीन राजस्व प्लॉटों की सूची :

1. ग्राम बेलतु :- 60 भाग, 63, 64 भाग, 65 से 67, 68 भाग, 69 भाग, 85, 86, 88 से 105, 106 भाग, 107 भाग, 108, 109, 110 भाग, 111, 114 भाग, 119 भाग, 120 भाग, 121 भाग, 122, 123, 124 भाग,
2. ग्राम कंडाबेर :- 185 भाग, 188, 189, 190 से 196, 198 से 211, 213 से 239, 240 भाग, 241 से 254, 255 भाग, 448 भाग, 450 भाग, 451, 452 भाग, 453 भाग, 454 भाग, 455 भाग, 456 से 467, 468 भाग, 471 भाग, 472 भाग, 473 से 483, 484 भाग, 485 से 492, 494 से 512, 513 भाग, 514, 515 भाग, 519 भाग, 520 भाग, 521 भाग, 522 से 526, 528 से 544, 546 से 624, 626 से 633, 635 से 639, 641 से 681, 682 भाग, 684 भाग,
3. ग्राम बरियातु :- 5 से 20, 22 से 49, 51 से 62, 1651 भाग, 1652 से 1658, 1685, 1687 से 1693.
4. ग्राम जबरा :- 1, 3 से 97, 98 भाग, 99 से 107, 108 भाग, 109 भाग, 113 से 129.
5. ग्राम बसरिया :- 6 भाग, 13 भाग, 14 से 22, 23 भाग, 24 भाग, 25 भाग, 26, 28 से 31, 33,
6. ग्राम नावाडीह :- 473 भाग, 481 भाग, 482, 483 भाग, 484 भाग, 485, 486 भाग, 487 भाग, 488 भाग, 489, 490 भाग, 491 भाग, 492 भाग, 493 भाग, 494 भाग, 495 भाग, 496 भाग, 497, 498 भाग, 499 भाग, 500, 501 भाग, 502 से 504.
7. ग्राम सिरमा :- 113 भाग, 137 भाग, 141 भाग, 142, 145 भाग, 146 भाग, 147, 148 भाग, 149 भाग, 150 भाग, 151 भाग, 152 भाग, 157 भाग, 158 से 194, 196 से 239, 241, 242, 243 भाग, 244, 246, 248 से 290, 292 से 295.
8. ग्राम पकरी बरवाडीह :- 1041 से 1432, 1442 से 1446, 1448 से 1718, 1741 से 1743, 1918 से 1933, 1935 से 1950, 1952 से 2436, 2438 से 2463, 2499, 2516, 2518.

अर्जनाधीन वन भूमि प्लॉटों की सूची :

1. ग्राम बेलतु :- 62 भाग, 84 भाग, 87, 143 भाग, 1975 भाग.
2. ग्राम कंडाबेर :- 197 भाग, 212, 493, 527, 545, 625, 634, 640, 683 भाग.
3. ग्राम बरियातु :- 1 से 4, 21, 50, 63 भाग, 232 भाग, 1643 भाग, 1686.
4. ग्राम जबरा :- 2, 130 भाग.
5. ग्राम बसरिया :- 12 भाग, 27 भाग, 32, 34.
6. ग्राम नावाडीह :- 422 भाग, 505 भाग.
7. ग्राम सिरमा :- 30 भाग, 144 भाग, 195, 240, 245, 247, 291, 296.
8. ग्राम पकरी बरवाडीह :- 1447, 2464

अर्जित किये जाने वाले क्षेत्र का सीमा वर्णन :**“भाग-ए” का सीमा वर्णन :**

1. रेखा ए 1: रेखा बिन्दु “ए” कन्डाबेर गांव के उत्तरी पश्चिमी किनारे पर स्थित है और उत्तरी-पूर्व की ओर प्लॉट संख्या 454, 455, 454, 453, 452, 448, 450, 467, 468, 471, 472, 255, 240, 188, 189, 185, 197, 199, 200 से गुजरती हुई कन्डाबेर गांव के बिन्दु “ए 1” पर समाप्त होती है।
2. रेखा ए 2: रेखा बिन्दु “ए 1” कन्डाबेर गांव के प्लॉट नं. 200 के उत्तरी किनारे पर स्थित है और जो उत्तरी पूर्व की ओर नावाडीह के प्लॉट संख्या 422 और 505 से गुजरती हुई नावाडीह गांव के बिन्दु “ए 2” पर समाप्त होती है।
3. रेखा ए 3: रेखा बिन्दु “ए 2” नावाडीह गांव के उत्तरी किनारे पर स्थित है और उत्तर पूर्व की ओर प्लॉट संख्या 505 से गुजरती हुई उसी गांव के बिन्दु “ए 3” पर समाप्त होती है।
4. रेखा ए 4: रेखा बिन्दु “ए 3” नावाडीह गांव के उत्तर किनारे पर स्थित है और उत्तर पूर्व की ओर प्लॉट संख्या 505, 173, 481, 483

- 484, 485, 486, 487, 488, 490, 491, 492, 493, 494, 495, 496, 498, 499, 501, से गुजरती हुई नावाडीह गांव के बिन्दु "ऐ4" पर समाप्त होती है ।
5. रेखा ऐ4 ऐ5:- रेखा बिन्दु "ऐ4" नावाडीह गांव के उत्तर-पूर्व किनारे पर स्थित है और प्लॉट संख्या 13, 23, 12, 24, 25 से गुजरती हुई बसरीया गांव के बिन्दु "ऐ5" पर समाप्त होती है ।
 6. रेखा ऐ5 ऐ6:- रेखा बिन्दु "ऐ5" बसरीया गांव के उत्तर किनारे पर स्थित है और उत्तर-पूर्व की ओर प्लॉट संख्या 27, 6 और 27 से गुजरती हुई इसी गांव के बिन्दु "ऐ6" पर समाप्त होती है ।
 7. रेखा ऐ6 ऐ7:- रेखा बिन्दु "ऐ6" बसरीया गांव के उत्तरी किनारे पर स्थित है और उत्तरी-पूर्व की ओर प्लॉट संख्या 27 से गुजरती हुई इसी गांव के बिन्दु "ऐ7" पर समाप्त होती है ।
 8. रेखा ऐ7 ऐ8:- रेखा बिन्दु "ऐ7" बसरीया गांव के उत्तरी-पूर्व किनारे पर स्थित है और गांव सिरमा की उत्तरी-पूर्व की ओर प्लॉट संख्या 30, 157, 159, 152, 151, 145 और 146 से गुजरती हुई सिरमा गांव के बिन्दु "ऐ8" पर समाप्त होती है ।
 9. रेखा ऐ8 ऐ9:- रेखा बिन्दु "ऐ8" सिरमा गांव के उत्तर किनारे पर स्थित है और गांव सिरमा के उत्तर-पश्चिम की ओर प्लॉट संख्या 148, 149, 150, 141, 137 से गुजरती हुई इसी गांव के बिन्दु "ऐ9" पर समाप्त होती है ।
 10. रेखा ऐ9 ऐ10:- रेखा बिन्दु "ऐ9" सिरमा गांव के उत्तर किनारे पर स्थित है और पूर्व की ओर प्लॉट संख्या 137, 113, 142, 144, 243 से गुजरती हुई इसी गांव के बिन्दु "ऐ10" पर समाप्त होती है ।
 11. रेखा ऐ10 ऐ11:- रेखा बिन्दु "ऐ10" सिरमा गांव के पूर्वी किनारे पर स्थित है और दक्षिण-पूर्व की ओर प्लॉट संख्या 243 से गुजरती हुई इसी गांव के बिन्दु "ऐ11" पर समाप्त होती है ।
 12. रेखा ऐ11 ऐ12:- रेखा बिन्दु "ऐ11" सिरमा गांव के दक्षिण-पूर्वी किनारे पर स्थित है और दक्षिण-पश्चिम की ओर प्लॉट संख्या 243, 247, 252, 253, 254, 255, 256, 257, 258, 259, 286, 295, 296 से गुजरती हुई इसी गांव के बिन्दु "ऐ12" पर समाप्त होती है ।
 13. रेखा ऐ12 ऐ13:- रेखा बिन्दु "ऐ12" सिरमा गांव के दक्षिण-पूर्वी किनारे पर स्थित है और बरियातु के दक्षिण की ओर प्लॉट संख्या 1686 से गुजरती हुई इसी गांव के बिन्दु "ऐ13" पर समाप्त होती है ।
 14. रेखा ऐ13 ऐ14:- रेखा बिन्दु "ऐ13" बरियातु गांव के उत्तर-पूर्वी किनारे पर स्थित है और दक्षिण-पूर्व की ओर प्लॉट संख्या 1693 और 1692 से गुजरती हुई इसी गांव के बिन्दु "ऐ14" पर समाप्त होती है ।
 15. रेखा ऐ14 ऐ15:- रेखा बिन्दु "ऐ14" बरियातु गांव के उत्तर-पूर्वी किनारे पर स्थित है और दक्षिण की ओर प्लॉट संख्या 1692, 1691, 1690, 1689, 1688 से गुजरती हुई इसी गांव के बिन्दु "ऐ15" पर समाप्त होती है ।
 16. रेखा ऐ15 ऐ16:- रेखा बिन्दु "ऐ15" बरियातु गांव के पूर्व किनारे पर स्थित है और दक्षिण की ओर प्लॉट संख्या 1686 से गुजरती हुई इसी गांव के बिन्दु "ऐ16" पर समाप्त होती है ।
 17. रेखा ऐ16 ऐ17:- रेखा बिन्दु "ऐ16" बरियातु गांव के दक्षिण-पूर्वी किनारे पर स्थित है और दक्षिण-पश्चिम की ओर प्लॉट संख्या 1686 और 1685 से गुजरती हुई इसी गांव के बिन्दु "ऐ17" पर समाप्त होती है ।
 18. रेखा ऐ17 ऐ18:- रेखा बिन्दु "ऐ17" बरियातु गांव के दक्षिणी-पूर्वी किनारे पर स्थित है और दक्षिण की ओर प्लॉट संख्या 1643 से गुजरती हुई इसी गांव के बिन्दु "ऐ18" पर समाप्त होती है ।
 19. रेखा ऐ18 ऐ19:- रेखा बिन्दु "ऐ18" बरियातु गांव के दक्षिणी किनारे पर स्थित है और पश्चिम की ओर प्लॉट संख्या 1643 से गुजरती हुई इसी गांव के बिन्दु "ऐ19" पर समाप्त होती है ।
 20. रेखा ऐ19 ऐ20:- रेखा बिन्दु "ऐ19" बरियातु गांव के दक्षिण किनारे पर स्थित है और उत्तर की ओर बरियातु गांव के प्लॉट संख्या 1643 और 1651 से गुजरती हुई इसी गांव के बिन्दु "ऐ20" पर समाप्त होती है ।
 21. रेखा ऐ20 ऐ21:- रेखा बिन्दु "ऐ20" बरियातु गांव के दक्षिण किनारे पर स्थित है और दक्षिण-पश्चिम की ओर प्लॉट संख्या 232 से गुजरती हुई इसी गांव के बिन्दु "ऐ21" पर समाप्त होती है ।
 22. रेखा ऐ21 ऐ22:- रेखा बिन्दु "ऐ21" बरियातु गांव के दक्षिण-पश्चिम किनारे पर स्थित है और उत्तर-पश्चिम की ओर प्लॉट संख्या 63 से गुजरती हुई इसी गांव के बिन्दु "ऐ22" पर समाप्त होती है ।
 23. रेखा ऐ22 ऐ23:- रेखा बिन्दु "ऐ22" बरियातु गांव के दक्षिण-पश्चिम किनारे पर स्थित है और दक्षिण-पश्चिम की ओर प्लॉट संख्या 63 से गुजरती हुई इसी गांव के बिन्दु "ऐ23" पर समाप्त होती है ।

24. रेखा ऐ23-ऐ24:- रेखा बिन्दु "ऐ23" बरियातु गांव के दक्षिण-पश्चिम किनारे पर स्थित है और उत्तर-पश्चिम की ओर प्लॉट संख्या 63 से गुजरती हुई इसी गांव के बिन्दु "ऐ24" पर समाप्त होती है।
25. रेखा ऐ24-ऐ25:- रेखा बिन्दु "ऐ24" बरियातु गांव के पश्चिम किनारे पर स्थित है और जबरा गांव के दक्षिण पश्चिम की ओर प्लॉट की संख्या 130, 113, 109, 108, 107, 98 से गुजरती हुई बरियातु गांव के बिन्दु "ऐ25" पर समाप्त होती है।
26. रेखा ऐ25-ऐ26:- रेखा बिन्दु "ऐ25" ग्राम जबरा के दक्षिण-पश्चिम किनारे पर स्थित है और दक्षिण-पश्चिम की ओर कंडाबेर गांव के प्लॉट संख्या 682, 683, 684 से गुजरती हुई कंडाबेर गांव के बिन्दु "ऐ26" पर समाप्त होती है।
27. रेखा ऐ26-ऐ27:- रेखा बिन्दु "ऐ26" ग्राम कंडाबेर के दक्षिण किनारे पर स्थित है और उत्तर-पश्चिम की ओर बेलतु गांव के प्लॉट संख्या 60, 1973, 62, 63, 64, 68, 69 और 60 से गुजरती हुई बेलतु गांव के बिन्दु "ऐ27" पर समाप्त होती है।
28. रेखा ऐ27-ऐ28:- रेखा बिन्दु "ऐ27" ग्राम बेलतु के उत्तर-पश्चिमी किनारे पर स्थित है और उत्तर-पश्चिमी की ओर कंडाबेर के प्लॉट संख्या 484, 519, 520, 521, 513, 515, 484 से गुजरती हुई इसी गांव के बिन्दु "ऐ28" पर समाप्त होती है।
29. रेखा ऐ28-ऐ29:- रेखा बिन्दु "ऐ28" ग्राम कंडाबेर के पश्चिमी किनारे पर स्थित है और उत्तर-पश्चिम की ओर बेलतु गांव के प्लॉट संख्या 60, 124, 84, 121, 120, 119, 105, 106, 107, 114, 110, 143 से गुजरती हुई इसी गांव के बिन्दु "ऐ29" पर समाप्त होती है।
30. रेखा ऐ29-ऐ:- रेखा बिन्दु "ऐ28" ग्राम बेलतु के उत्तर-पश्चिम किनारे पर स्थित है और उत्तर-पश्चिम की ओर कंडाबेर गांव के प्लॉट संख्या 484, 454, 456 से गुजरती हुई इसी गांव के बिन्दु "ऐ" पर समाप्त होती है।

"भाग-बी" का सीमा वर्णन:-

1. रेखा बी बी1:- रेखा बिन्दु "बी" ग्राम पकरी बरवाडीह के उत्तरी-पश्चिमी किनारे पर स्थित है और इसी गांव के पूर्व की ओर प्लॉट संख्या 1950, 1933 से गुजरती हुई इसी गांव के बिन्दु "बी1" पर समाप्त होती है।
2. रेखा बी1 बी2:- रेखा बिन्दु "बी1" ग्राम पकरी बरवाडीह के उत्तरी-पश्चिमी किनारे पर स्थित है और इसी गांव के उत्तरी-पूर्व की ओर प्लॉट संख्या 1933, 1923, 1918 से गुजरती हुई इसी गांव के बिन्दु "बी2" पर समाप्त होती है।
3. रेखा बी2 बी3:- रेखा बिन्दु "बी2" ग्राम पकरी बरवाडीह के उत्तरी-पश्चिम किनारे पर स्थित है और इसी गांव के दक्षिणी-पूर्व की ओर प्लॉट संख्या 1918, 1919, 1920 से गुजरती हुई इसी गांव के बिन्दु "बी3" पर समाप्त होती है।
4. रेखा बी3 बी4:- रेखा बिन्दु "बी3" ग्राम पकरी बरवाडीह के उत्तरी-पश्चिम किनारे पर स्थित है और इसी गांव के दक्षिण की ओर प्लॉट संख्या 1920 से गुजरती हुई इसी गांव के बिन्दु "बी4" पर समाप्त होती है।
5. रेखा बी4 बी5:- रेखा बिन्दु "बी4" ग्राम पकरी बरवाडीह के उत्तरी-पश्चिम किनारे पर स्थित है और इसी गांव के दक्षिणी-पूर्व की ओर प्लॉट संख्या 1920, 1921, 1922, 1937 से गुजरती हुई इसी गांव के बिन्दु "बी5" पर समाप्त होती है।
6. रेखा बी5 बी6:- रेखा बिन्दु "बी5" ग्राम पकरी बरवाडीह के उत्तरी पश्चिम किनारे पर स्थित है और इसी गांव के उत्तर की ओर प्लॉट संख्या 1937, 1939, 1940, 1943, 1944, 1945, 1946, 1947, 1948, 1949 से गुजरती हुई इसी गांव के बिन्दु "बी6" पर समाप्त होती है।
7. रेखा बी6 बी7:- रेखा बिन्दु "बी6" ग्राम पकरी बरवाडीह के उत्तरी पश्चिम किनारे पर स्थित है और इसी गांव के उत्तर की ओर प्लॉट संख्या 1949, 1950 से गुजरती हुई इसी गांव के बिन्दु "बी7" पर समाप्त होती है।
8. रेखा बी7 बी8:- रेखा बिन्दु "बी7" ग्राम पकरी बरवाडीह के उत्तरी पश्चिम किनारे पर स्थित है और इसी गांव के दक्षिणी-पूर्व की ओर प्लॉट संख्या 1950, 1951, 1963, 1962 से गुजरती हुई इसी गांव के बिन्दु "बी8" पर समाप्त होती है।
9. रेखा बी8 बी9:- रेखा बिन्दु "बी8" ग्राम पकरी बरवाडीह के उत्तरी पश्चिम किनारे पर स्थित है और इसी गांव के उत्तरी-पूर्व की ओर प्लॉट संख्या 1952, 1953, 1961, 1952 से गुजरती हुई इसी गांव के बिन्दु "बी9" पर समाप्त होती है।
10. रेखा बी9 बी10:- रेखा बिन्दु "बी9" ग्राम पकरी बरवाडीह के उत्तरी पश्चिम किनारे पर स्थित है और इसी गांव के दक्षिणी-पूर्व की ओर प्लॉट संख्या 1952, 1953 से गुजरती हुई इसी गांव के बिन्दु "बी10" पर समाप्त होती है।
11. रेखा बी10 बी11:- रेखा बिन्दु "बी10" ग्राम पकरी बरवाडीह के उत्तरी पश्चिम किनारे पर स्थित है और इसी गांव के दक्षिणी-पूर्व की ओर प्लॉट संख्या 1743, 1742, 1741, 2125 से गुजरती हुई इसी गांव के बिन्दु "बी11" पर समाप्त होती है।

- [illegible]

31. रेखा बी30-बी31:- रेखा बिन्दु "बी 30" ग्राम पकरी बरवाडीह के दक्षिणी किनारे पर स्थित है और इसी गांव के उत्तरी पश्चिम की ओर प्लॉट संख्या 2324, 2323, 2276, 2275, 2274, 2273 से गुजरती हुई इसी गांव के बिन्दु "बी 31" पर समाप्त होती है।
32. रेखा बी31-बी32:- रेखा बिन्दु "बी 31" ग्राम पकरी बरवाडीह के दक्षिणी पश्चिम किनारे पर स्थित है और इसी गांव के उत्तरी पूर्व की ओर प्लॉट संख्या 2273, 2274 से गुजरती हुई इसी गांव के बिन्दु "बी 32" पर समाप्त होती है।
33. रेखा बी32-बी 33:- रेखा बिन्दु "बी 32" ग्राम पकरी बरवाडीह के दक्षिणी पश्चिम किनारे पर स्थित है और इसी गांव के उत्तरी पश्चिम की ओर प्लॉट संख्या 2274, 2270, 2269 से गुजरती हुई इसी गांव के बिन्दु "बी 33" पर समाप्त होती है।
34. रेखा बी33-बी 34:- रेखा बिन्दु "बी 33" ग्राम पकरी बरवाडीह के दक्षिणी पश्चिम किनारे पर स्थित है और इसी गांव के उत्तरी पूर्व की ओर प्लॉट संख्या 2269, 2268 से गुजरती हुई इसी गांव के बिन्दु "बी 34" पर समाप्त होती है।
35. रेखा बी34-बी 35:- रेखा बिन्दु "बी 34" ग्राम पकरी बरवाडीह के दक्षिणी पश्चिम किनारे पर स्थित है और इसी गांव के उत्तरी पश्चिम की ओर प्लॉट संख्या 2268, 2251, 2230 से गुजरती हुई इसी गांव के बिन्दु "बी 35" पर समाप्त होती है।
36. रेखा बी35-बी36:- रेखा बिन्दु "बी 35" ग्राम पकरी बरवाडीह के दक्षिणी पश्चिम किनारे पर स्थित है और इसी गांव के उत्तरी पश्चिम की ओर प्लॉट संख्या 2230, 1718, 2216, 2033, 2032, 2028, 2029 से गुजरती हुई इसी गांव के बिन्दु "बी 36" पर समाप्त होती है।
37. रेखा बी36-37:- रेखा बिन्दु "बी 36" ग्राम पकरी बरवाडीह के दक्षिणी पश्चिम किनारे पर स्थित है और इसी गांव के दक्षिणी पश्चिम की ओर प्लॉट संख्या 2029, 2025, 2023, 2022, 2021, 2020 से गुजरती हुई इसी गांव के बिन्दु "बी 37" पर समाप्त होती है।
38. रेखा बी37-बी38:- रेखा बिन्दु "बी 37" ग्राम पकरी बरवाडीह के दक्षिणी पश्चिम किनारे पर स्थित है और इसी गांव के उत्तरी पश्चिम की ओर प्लॉट संख्या 2020, 2019, 1950 से गुजरती हुई इसी गांव के बिन्दु "बी 38" पर समाप्त होती है।
39. रेखा बी 38-बी39:- रेखा बिन्दु "बी 38" ग्राम पकरी बरवाडीह के दक्षिणी पश्चिम किनारे पर स्थित है और इसी गांव के उत्तरी पूर्व की ओर प्लॉट संख्या 1950 से गुजरती हुई इसी गांव के बिन्दु "बी 39" पर समाप्त होती है।
40. रेखा बी39-बी:- रेखा बिन्दु "बी 39" ग्राम पकरी बरवाडीह के पश्चिमी किनारे पर स्थित है और इसी गांव के उत्तरी पश्चिम की ओर प्लॉट संख्या 1950 से गुजरती हुई इसी गांव के बिन्दु "बी" पर समाप्त होती है।

[फा. सं. 43015/2/2011 पीआरआईडब्ल्यू]

ए. कं. दास, अवर सचिव

New Delhi, the 12th June, 2012

S.O. 2096.— Whereas by the notification of the Government of India in the Ministry of Coal number S.O.2267, dated 26th August, 2011 issued under sub-Section (1) of Section 4 of the Coal Bearing Areas, (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section - 3, sub-section (ii), dated 27th August, 2011, the Central Government gave notice of its intention to prospect the coal in 770.57 hectares (approximately) or 1904.07 acres (approximately) of the land in the locality specified in the schedule annexed to this notification;

And, whereas the Central Government is satisfied that coal is obtainable in a part of the said lands described in the schedule appended to this notification;

Now, therefore in exercise of the powers conferred by sub-section (1) of Section 7 of the Coal Bearing Areas(Acquisition & Development) Act, 1957 (20 of 1957), the Central Government hereby gives the notice of its intention to acquire the land measuring 697.98 hectares (approximately) or 1724.72 acres (approximately) in all rights in the schedule appended hereto.

Note 1: The plan bearing number NTPC/CM/SEC IV/CBA/09/PB/051 dated the 20th December, 2011 of the area covered by this notification may be inspected at the office of the Deputy Commissioner, Hazaribag (Jharkhand State) or at the office of the Coal Controller, I, Council House Street, Kolkata - 700001 or at the office of the DGM (Min.) Pakri Barwa Coal Mining Project, NTPC Limited, Ujjwal Complex, Pugmil Road, Hazaribag -825301 (Jharkhand) or at the office of the ED (Fuel Security) , NTPC Limited, Room-123.1st floor, R&D Building, Sector-24, Noida-201301 or at the office of the Chief General Manager (Exploration Division), Central Mine Planning & Design Institute, Gondwana Place, Kanke Road, Ranchi(Jharkhand) or at office of the Coal Controller, I/Council House Street, Kolkata-700001 or at the office District Collector & Magistrate, District - Hazaribag, Jharkhand.

Note 2: Attention is hereby invited to the provision of Section 8 of the said Act which provides as follows:

Objection to acquisition:

"8(1) Any person interested in any land in respect of which a notification under section 7(1) has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation:-

(1) It shall not be an objection within the meaning of the section for any person to say that he himself desires to undertake mining operation in the land for the production of the coal and those operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the Competent Authority in writing and the Competent Authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such lands or of rights in or over such land, to the Central Government, containing his recommendations on the objections together with the record of proceedings held by him for the decision of the Government.

(3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act."

Note 3: The Coal Controller, Council House Street, Kolkata-700001, has been appointed by the Central Government as the Competent Authority under the Section 3 of the said Act vide notification number S.O. 3629, published in part-II Section(3), sub-section (ii) of the Gazette of India dated 9th September, 2006, which was subsequently amended vide number S.O. 2307, published in part-II Section(3), sub-section(ii) of the Gazette of India dated 18th August, 2007.

SCHEDULE

Pakri Barwadih Coal Mining Block Phase- V
North Karanpura Coalfields
District- Hazaribagh, Jharkhand

(plan bearing number NTPC/CM/SEC IV /CBA/09/PB/051, dated the 20th December, 2011)

All Rights:

(A) REVENUE LAND:

Sl. No.	Village	Thana number	Thana	District	Area (approximately)		Remark
					hectare	acre	
1	Beltu	32	Keredari	Hazaribagh	7.29	18.00	Part
2	Kandaber	33	Keredari	Hazaribagh	50.58	124.99	Part
3	Bariatu	42	Keredari	Hazaribagh	12.82	31.68	Part
4	Jabra	43	Keredari	Hazaribagh	22.10	54.61	Part
5	Basaria	44	Keredari	Hazaribagh	20.23	50.00	Part
6	Nawadih	45	Keredari	Hazaribagh	6.07	15.00	Part
7	Simna	46	Keredari	Hazaribagh	57.43	141.97	Part
8	Pakri Barwadih	50	Barkagaon	Hazaribagh	208.46	515.10	Part
Total (approximately)					384.98	951.30	

(B) FOREST LAND (Notified / Un-Notified / Jungle - Jhadi)

Sl. No.	Village	Thana number	Thana	District	Area (approximately)		Remark
					hectare	acre	
1	Beltu	32	Keredari	Hazaribagh	6.48	16.00	Part
2	Kandaber	33	Keredari	Hazaribagh	20.11	49.68	Part
3	Bariatu	42	Keredari	Hazaribagh	202.28	499.83	Part
4	Jabra	43	Keredari	Hazaribagh	6.92	17.10	Part
5	Basaria	44	Keredari	Hazaribagh	30.98	76.57	Part
6	Nawadih	45	Keredari	Hazaribagh	20.23	50.00	Part
7	Sirna	46	Keredari	Hazaribagh	21.48	53.07	Part
8	Pakri Barwadih	56	Barkagaon	Hazaribagh	4.52	11.17	Part
Total (approximately)					313.00	773.42	

SUMMARY:

(A) TOTAL REVENUE LAND: 384.98 hectares (approximately) or 951.30 acres (approximately)

(B) TOTAL FOREST LAND: 313.00 hectares (approximately) or 773.42 acres (approximately)

GRAND TOTAL (A+B): 697.98 hectares (approximately) or 1724.72 acres (approximately)

LIST OF REVENUE PLOTS TO BE ACQUIRED:

- Village Beltu:- 60P, 63, 64P, 65 to 67, 68P, 69P, 85, 86, 88 to 105, 106P, 107P, 108, 109, 110P, 111, 114P, 119P, 120P, 121P, 122, 123, 124P.
- Village Kandaber:- 185P, 188, 189, 190 to 196, 198 to 211, 213 to 239, 240P, 241 to 254, 255P, 448P, 450P, 451, 452P, 453P, 454P, 455P, 456 to 467, 468P, 471P, 472P, 473 to 483, 484P, 485 to 492, 494 to 512, 513P, 514, 515P, 519P, 520P, 521P, 522 to 526, 528 to 544, 546 to 624, 626 to 633, 635 to 639, 641 to 681, 682P, 684P.
- Village Bariatu :- 5 to 20, 22 to 49, 51 to 62, 1651P, 1652 to 1658, 1685, 1687 to 1693.
- Village Jabra :- 1, 3 to 97, 98P, 99 to 107, 108P, 109P, 113 to 129.
- Village Basaria :- 6P, 13P, 14 to 22, 23P, 24P, 25P, 26, 28 to 31, 33.
- Village Nawadih :- 473P, 481P, 482, 483P, 484P, 485, 486P, 487P, 488P, 489, 490P, 491P, 492P, 493P, 494P, 495P, 496P, 497, 498P, 499P, 500, 501P, 502 to 504.
- Village Sirna :- 113P, 137P, 141P, 142, 145P, 146P, 147, 148P, 149P, 150P, 151P, 152P, 157P, 158 to 194, 196 to 239, 241, 242, 243P, 244, 246, 248 to 290, 292 to 295.
- Village Pakri Barwadih :- 1041 to 1432, 1442 to 1446, 1448 to 1718, 1741 to 1743, 1918 to 1933, 1935 to 1950, 1952 to 2436, 2438 to 2463, 2499, 2516, 2518.

LIST OF FOREST PLOTS TO BE ACQUIRED:

- Village Beltu:- 62P, 84P, 87, 143P, 1975P.
- Village Kandaber:- 197P, 212, 493, 527, 545, 625, 634, 640, 683P.
- Village Bariatu :- 1 to 4, 21, 50, 63P, 232P, 1643P, 1686.
- Village Jabra:- 2, 130P.
- Village Basaria:- 12P, 27P, 32, 34.
- Village Nawadih :- 422P, 505P.

7. Village Sirma:- 30P, 144P, 195, 240, 245, 247, 291, 296.

8. Village Pakri Barwadih:- 1447, 2464

Boundary Description of the area to be notified:

Boundary Description for "Part-A"

- (1) Line A-A1: The line starts at point 'A' located on North-West corner in plot no. 454 of village Kandaber which moves towards North-East corner of the village Kandaber passing through plot numbers 454, 455, 454, 453, 452, 448, 450, 467, 468, 471, 472, 255, 240, 188, 189, 185, 197, 199, 200 and ends at point 'A 1' of the village Kandaber.
- (2) Line A1-A2: The line starts at point 'A1' located on North corner at plot no. 200 of village Kandaber which moves towards North-East of the village Nawadih passing through plot numbers 422 and 505 and ends at point 'A2' of the village Nawadih.
- (3) Line A2-A3: The line starts at point 'A2' located on North corner of village Nawadih which moves towards North East of the village Nawadih passing through plot number 505 and ends at point 'A3' of the village Nawadih.
- (4) Line A3-A4: The line starts at point 'A3' located on North corner of village Nawadih which moves towards North-East of the village Nawadih passing through plot numbers 505, 473, 481, 483, 484, 485, 486, 487, 488, 490, 491, 492, 493, 494, 495, 496, 498, 499, 501 and ends at point 'A4' of the village Nawadih.
- (5) Line A4-A5: The line starts at point 'A4' located on North-East corner of village Nawadih which moves towards East of the village Basaria passing through plot numbers 13, 23, 12, 24, 25 and ends at point 'A5' of the village Basaria.
- (6) Line A5-A6: The line starts at point 'A5' located on North corner of village Basaria which moves towards North East of the village Basaria passing through plot numbers 27, 6 and 27 and ends at point 'A6' of the village Basaria.
- (7) Line A6-A7: The line starts at point 'A6' located on North corner of village Basaria passing towards North-East of the village Basaria passing through plot number 27 and ends at point 'A7' of the village Basaria.
- (8) Line A7-A8: The line starts at point 'A7' located on North-East corner of village Basaria which moves towards North-East of the village Sirma passing through plot numbers 30, 157, 159, 152, 151, 145 and 146 and ends at point 'A8' of the village Sirma.
- (9) Line A8-A9: The line starts at point 'A8' located on North corner of village Sirma which moves towards North-West of the village Sirma passing through plot numbers 148, 149, 150, 141, 137 and ends at point 'A9' of the village Sirma.
- (10) Line A9-A10: The line starts at point 'A9' located on North corner of village Sirma which moves towards East of the village Sirma passing through plot numbers 137, 113, 142, 144, 243 and ends at point 'A10' of the village Sirma.
- (11) Line A10-A11: The line starts at point 'A10' located on North corner of village Sirma which moves towards South East of the village Sirma passing through plot number 243 and ends at point 'A 11' of the village Sirma.
- (12) Line A11-A12: The line starts at point 'A11' located on South-East corner of village Sirma which moves towards South-West of the village Sirma passing through plot numbers 243, 247, 252, 253, 254, 255, 256, 257, 258, 259, 286, 295, 296 and ends at point 'A12' of the village Sirma.
- (13) Line A12-A13: The line starts at point 'A12' located on South-East corner of village Sirma which moves towards South of the village Bariatu passing through plot number 1686 and ends at point 'A 13' of the village Bariatu.
- (14) Line A13-A14: The line starts at point 'A13' located on North-East corner of village Bariatu which moves towards South-East of the village Bariatu passing through plot numbers 1693 and 1692 and ends at point 'A14' of the village Bariatu.
- (15) Line A14-A15: The line starts at point 'A14' located on North-East corner of village Bariatu which moves towards South of the village Bariatu passing through plot numbers 1692, 1691, 1690, 1689, 1688 and ends at point 'A 15' of the village Bariatu.

- (6) Line A15-A16: The line starts at point 'A 15' located on East corner of village Bariatu which moves towards South of the village Bariatu passing through plot number 1686 and ends at point 'A16' of the village Bariatu.
- (7) Line A16-A17: The line starts at point 'A16' located on South-East corner of village Bariatu which moves towards South-West of the village Bariatu passing through plot numbers 1686 and 1685 and ends at point 'A 17' of the village Bariatu.
- (18) Line A17-A18: The line starts at point 'A 17' located on South-East corner of village Bariatu which moves towards South of the village Bariatu passing through plot number 1643 and ends at point 'A 18' of the village Bariatu.
- (19) Line A18-A19: The line starts at point 'A 18' located on South corner of village Bariatu which moves towards West of the village Bariatu passing through plot number 1643 and ends at point 'A 19' of the village Bariatu.
- (20) Line A19-A20: The line starts at point 'A19' located on South corner of village Bariatu which moves towards North of village Bariatu passing through plot numbers 1643 and 1651 and ends at point 'A20' of village Bariatu.
- (21) Line A20-A21: The line starts at point 'A 20' located on South corner of village Bariatu which moves towards South-West of the village Bariatu passing through plot number 232 and ends at point 'A21' of the village Bariatu.
- (22) Line A21-A22: The line starts at point 'A21' located on South-West corner of village Bariatu which moves towards North-West passing through plot number 63 and ends at point 'A22' of the village Bariatu.
- (23) Line A22-A23: The line starts at point 'A22' located on South-West corner of village Bariatu which moves towards South-West of the village Bariatu passing through plot number 63 and ends at point 'A23' of the village Bariatu.
- (24) Line A23-A24: The line starts at point 'A23' located on South-West corner of village Bariatu which moves towards North-West of the village Bariatu passing through number 63 and ends at point 'A24' of the village Bariatu.
- (25) Line A24-A25: The line starts at point 'A24' starting at the West side of village Bariatu and passing in South-West direction through village Jabra passing through plot numbers 130, 113, 109, 108, 107, 98 and ends at point 'A25' of village Bariatu.
- (26) Line A25-A26: The line starts at point 'A25' located on South-West corner of village Jabra which moves towards South-West of village Kandaber passing through plot numbers 682, 683, 684 and ends at point 'A26' of village Kandaber.
- (27) Line A26-A27: The line starts at point 'A26' located on South corner of village Kandaber which moves towards North-West of the village Beltu passing through plot numbers 60, 1975, 62, 63, 64, 68, 69 and 60 and ends at point 'A27' of the village Beltu.
- (28) Line A27-A28: The line starts at point 'A27' located on North-West corner of village Beltu which moves towards North-West of the village Kandaber passing through plot numbers 484, 519, 520, 521, 513, 515, 484 and ends at point 'A28' of the village Kandaber.
- (29) Line A28-A29: The line starts at point 'A28' located on West corner of village Kandaber which moves towards North-West of the village Beltu passing through plot numbers 60, 124, 84, 121, 120, 119, 105, 106, 107, 114, 110, 143 and ends at point 'A29' of the village Beltu.
- (30) Line A29-A: The line starts at point 'A29' located on North-West corner of village Beltu which moves towards North-West of the village Kandaber passing through plot numbers 484, 454, 456 and ends at point 'A' of the village Kandaber.

Boundary Description for "Part -B"

- (1) Line B-B 1: The line starts at point 'B' located on North-West of village Pakri Barwadih which moves towards East corner of the village Pakri Barwadih passing through plot numbers 1950, 1933 and ends at point 'B1' of the village Pakri Barwadih.
- (2) Line B1-B2: The line starts at point 'B1' located on North-West corner of village Pakri Barwadih which moves towards North-East of the village Pakri Barwadih passing through plot numbers 1933, 1923, 1918 and ends at point 'B2' of the village Pakri Barwadih.

- (3) Line B2-B3: The line starts at point 'B2' located on North-West corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot numbers 1918, 1919, 1920 and ends at point 'B3' of the village Pakri Barwadih.
- (4) Line B3-B4: The line starts at point 'B3' located on North-West corner of village Pakri Barwadih which moves towards South of the village Pakri Barwadih passing through plot number 1920 and ends at point 'B4' of the village Pakri Barwadih.
- (5) Line B4-B5: The line starts at point 'B4' located on North-West corner of village Pakri Barwadih which moves towards South-East village Pakri Barwadih through plot numbers 1920, 1921, 1922, 1937 and ends at point 'B5' of the village Pakri Barwadih.
- (6) Line B5-B6: The line starts at point 'B5' located on North-West corner of village Pakri Barwadih which moves towards North of the village Pakri Barwadih passing through plot numbers 1937, 1939, 1940, 1943, 1944, 1945, 1946, 1947, 1948, 1949 and ends at point 'B6' of the village Pakri Barwadih.
- (7) Line B6-B7: The line starts at point 'B6' located on North-West corner of village Pakri Barwadih passing towards North of the village Pakri Barwadih passing through plot numbers 1949, 1950 and ends at point 'B7' of the village Pakri Barwadih.
- (8) Line B7-B8: The line starts at point 'B7' located on North-West corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot numbers 1950, 1964, 1963, 1962 and ends at point 'B8' of the village Pakri Barwadih.
- (9) Line B8-B9: The line starts at point 'B8' located on North-West corner of village Pakri Barwadih which moves towards North-East of the village Pakri Barwadih passing through plot numbers 1962, 1960, 1961, 1952 and ends at point 'B9' of the village Pakri Barwadih.
- (10) Line B9-B10: The line starts at point 'B9' located on North-West corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot numbers 1952, 1743 and ends at point 'B 10' of the village Pakri Barwadih.
- (11) Line B10-B 11: The line starts at point 'B10' located on North-West corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot numbers 1743, 1742, 1741, 2125 and ends at point 'B11' of the village Pakri Barwadih.
- (12) Line B11-B12: The line starts at point 'B11' located on North-West corner of village Pakri Barwadih which moves towards North-East of the village Pakri Barwadih passing through plot numbers 2125, 2127, 2130, 1718, 1154 and ends at point 'B12' of the village Pakri Barwadih.
- (13) Line B12-B13: The line starts at point 'B12' located on North corner of village Pakri Barwadih which moves towards East of the village Pakri Barwadih passing through plot numbers 1154, 1137, 1136, 1134, 1133, 1132 and ends at point 'B13' of the village Pakri Barwadih.
- (14) Line B13-B14: The line starts at point 'B 13' located on North corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot numbers 1132 and 1128 and ends at point 'B14' of the village Pakri Barwadih.
- (15) Line B14-B15: The line starts at point 'B 14' located on North-East corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot numbers 1128, 1041 and ends at point 'B15' of the village Pakri Barwadih.
- (16) Line B15-B16: The line starts at point 'B 15' located on East corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot number 1041 and ends at point 'B 16' of the village Pakri Barwadih.
- (17) Line B16-B17: The line starts at point 'B 16' located on East corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot numbers 1041, 1432 and ends at point 'B 17' of the village Pakri Barwadih.
- (18) Line B17-B18: The line starts at point 'B 17' located on East corner of village Pakri Barwadih which moves towards South-East of the village Pakri Barwadih passing through plot numbers 1432, 1449 and ends at point 'B 18' of the village Pakri Barwadih.

- (19) Line B18-B19: The line starts at point 'B 18' located on East corner of village Pakri Barwadih which moves towards South-West of the village Pakri Barwadih passing through plot number 1449 and ends at point 'B 19' of the village Pakri Barwadih.
- (20) Line B19-B20: The line starts at point 'B 19' located on South-East corner of village Pakri Barwadih which moves towards South-West of village Pakri Barwadih passing through plot number 1449 and ends at point 'B20' of village Pakri Barwadih.
- (21) Line B20-B21: The line starts at point 'B 20' located on South-East corner of village Pakri Barwadih which moves towards South-West of the village Pakri Barwadih passing through plot number 1449 and ends at point 'B21' of the village Pakri Barwadih.
- (22) Line B21-B22: The line starts at point 'B21' located on South-East corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot number 1449 and ends at point 'B22' of the village Pakri Barwadih.
- (23) Line B22-B23: The line starts at point 'B 22' located on South-East corner of village Pakri Barwadih which moves towards South of the village Pakri Barwadih passing through plot number 1449 and ends at point 'B23' of the village Pakri Barwadih.
- (24) Line B23-B24: The line starts at point 'B23' located on South-East corner of village Pakri Barwadih which moves towards West of the village Pakri Barwadih passing through numbers 1449, 2464 and ends at point 'B24' of the village Pakri Barwadih.
- (25) Line B24-B25: The line starts at point 'B24' located at the South-East side of village Pakri Barwadih and passing in North-East direction through village Pakri Barwadih passing through plot number 2464 and ends at point 'B25' of village Pakri Barwadih.
- (26) Line B25-B26: The line starts at point 'B25' located on South-East corner of village Pakri Barwadih which moves towards North-West of village Pakri Barwadih passing through plot numbers 2464, 2438, 2436, 2379 and ends at point 'B26' of village Pakri Barwadih.
- (27) Line B26-B27: The line starts at point 'B26' located on South corner of village Pakri Barwadih which moves towards South-West of the village Pakri Barwadih passing through plot numbers 2379, 2375, 2468 and ends at point 'B27' of the village Pakri Barwadih.
- (28) Line B27-B28: The line starts at point 'B27' located on South corner of village Pakri Barwadih which moves towards West of the village Pakri Barwadih passing through plot numbers 2468, 2374, 2363 and ends at point 'B28' of the village Pakri Barwadih.
- (29) Line B28-B29: The line starts at point 'B28' located on South corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot numbers 2363, 2362 and ends at point 'B29' of the village Pakri Barwadih.
- (30) Line B29-B30: The line starts at point 'B29' located on South corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot numbers 2362, 2361, 2359, 2358, 2325, 2324 and ends at point 'A30' of the village Pakri Barwadih.
- (31) Line B30-B31: The line starts at point 'B30' located on South corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot numbers 2324, 2323, 2276, 2275, 2274, 2273 and ends at point 'A31' of the village Pakri Barwadih.
- (32) Line B31-B32: The line starts at point 'B31' located on South-West corner of village Pakri Barwadih which moves towards North-East of the village Pakri Barwadih passing through plot numbers 2273, 2274 and ends at point 'A32' of the village Pakri Barwadih.
- (33) Line B32-B33: The line starts at point 'B32' located on South-West corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot numbers 2274, 2270, 2269 and ends at point 'A33' of the village Pakri Barwadih.
- (34) Line B33-B34: The line starts at point 'B33' located on South-West corner of village Pakri Barwadih which moves towards North-East of the village Pakri Barwadih passing through plot numbers 2269, 2268 and ends at point 'A34' of the village Pakri Barwadih.

- (35) Line B34-B35: The line starts at point 'B34' located on South-West corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot numbers 2268, 2251, 2230 and ends at point 'A35' of the village Pakri Barwadih.
- (36) Line B35-B36: The line starts at point 'B35' located on South-West corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot numbers 2230, 1718, 2216, 2033, 2032, 2028, 2029 and ends at point 'A36' of the village Pakri Barwadih.
- (37) Line B36-B37: The line starts at point 'B36' located on South-West corner of village Pakri Barwadih which moves towards South-West of the village Pakri Barwadih passing through plot numbers 2029, 2025, 2023, 2022, 2021, 2020 and ends at point 'A37' of the village Pakri Barwadih.
- (38) Line B37-B38: The line starts at point 'B37' located on South-West corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot numbers 2020, 2019, 1950 and ends at point 'A38' of the village Pakri Barwadih.
- (39) Line B38-B39: The line starts at point 'B38' located on South-West corner of village Pakri Barwadih which moves towards North-East of the village Pakri Barwadih passing through plot number 1950 and ends at point 'A39' of the village Pakri Barwadih.
- (40) Line B39-B: The line starts at point 'B39' located on West corner of village Pakri Barwadih which moves towards North-West of the village Pakri Barwadih passing through plot numbers 1950 and ends at point 'B' of the village Pakri Barwadih.

[F. No. 43015/2/2011-PRW-I]

A.K. DAS, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 12 जून, 2012

का. आ. 2097.—केंद्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 की धारा 2 के खण्ड (क) के अनुसरण में, नीचे दी गई अनुसूची के स्तंभ 1 में उल्लिखित व्यक्ति को, उक्त अनुसूची के स्तंभ 2 में की तत्स्थानी प्रविष्टि में उल्लिखित क्षेत्र के सम्बंध में उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए प्राधिकृत करती है, अर्थात् :-

अनुसूची

प्राधिकारी का नाम और पता	अधिकारिता का क्षेत्र
(1)	(2)
श्रीमती बिजया चौधरी	आसाम
ए. सी. एस, एडी. डिप्टी कमिश्नर आई/सी	
एल. ए. ब्रांच, कामरूप मेट्रोपोलिटन डिस्ट्रिक्ट	
संक्षम प्राधिकारी कार्यालय	
इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन डिवीजन)	
ए. टी. एफ. गुवाहाटी परियोजना	
3211, गुवाहाटी रिफाईनरी टाउनशिप,	
सेक्टर-III, नूनमती	
गुवाहाटी-781020	

यह अधिसूचना जारी होने की तारीख से लागू होगी।

[सं. आर-25011/12/2010-ओआर 1]

लाल छन्दमा, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 12th June, 2012

S. O. 2097.—In pursuance of Clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorizes the person mentioned in column (1) of the Schedule given below to perform the functions of the Competent Authority under the said Act, in respect of the area mentioned in column (2) of the said Schedule :—

SCHEDULE

Name and address of the Authority	Area of jurisdiction
(1)	(2)
Smt. Bijaya Choudhury ACS, Addl. Deputy Commissioner i/c LA Branch, Kamrup Metropolitan District Office of the Competent Authority Indian Oil Corporation Limited (Pipelines Division) AIF Guwahati Project 3211, Guwahati Refinery Township Sector-III, Noonmati Guwahati-781 020	State of Assam

This notification is applicable from the date of issue.

[No. R-25011/12/2010-OR-I]

LAL CHHANIDAMA, Under Secy.

नई दिल्ली, 14 जून, 2012

का. आ. 2098.—सक्षम प्राधिकारी, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 17 के अधीन विरचित पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग का अधिकार का अर्जन) नियम, 1963 के नियम 4 के उपनियम (1) के परंतुक के अनुसरण में, गेल (इण्डिया) लिमिटेड के परामर्श से जिसमें, यथास्थिति, उस क्षेत्र में भूमि में उपयोग का अधिकार निहित किया गया है या उस क्षेत्र में पाइपलाइन का स्वामित्व निहित है, नीचे सारणी के स्तम्भ 8 में यथा उल्लिखित पंजाब राज्य के बवाना नांगल और स्पर पाइपलाइन परियोजना के माध्यम से पाइपलाइन बिछाये जाने के प्रचालन की समाप्ति की तारीख घोषित करता है।

अनुसूची

विवरण		धारा 3(1) के अधीन अधिसूचना		धारा 6(1) के अधीन अधिसूचना		टिप्पणी	
क्रम संख्या	गांव का नाम	तालुका/तहसील	राजपत्र में प्रकाशन का दिनांक	का.आ. संख्या और दिनांक	राजपत्र में प्रकाशन का दिनांक	का.आ. संख्या और दिनांक	कार्य की समाप्ति का दिनांक
1	2	3	4	5	6	7	8
1	गुरम	लुधिआना	26-08-2009	2179(अ) 26-08-2009	24-02-2010	469(अ) 24-02-2010	अक्टूबर 2011
2	शंकर	लुधिआना	26-08-2009	2179(अ) 26-08-2009	24-02-2010	469(अ) 24-02-2010	अक्टूबर 2011
3	माजरी	लुधिआना	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	जून 2011
4	रुरका	डेहली	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	जून 2011
5	बोपराय खूर्त	रायकोट	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	अप्रैल 2011

1	2	3	4	5	6	7	8
6	पखीवाल	रायकोट	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	अप्रैल 2011
7	नंगल कलाँ	रायकोट	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	अगस्त 2011
8	नथाना	बठिंडा	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	जुलाई 2011
9	कल्याण सुखा	बठिंडा	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	सितंबर 2011
10	गिल पैंती	बठिंडा	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	अगस्त 2011

अनुसूची

विवरण			धारा 3(1) के अधीन अधिसूचना		धारा 6(1) के अधीन अधिसूचना		टिप्पणी
क्रम संख्या	गांव का नाम	तालुका/तहसील	राजपत्र में प्रकाशन का दिनांक	का.आ. संख्या और दिनांक	राजपत्र में प्रकाशन का दिनांक	का.आ. संख्या और दिनांक	कार्य की समाप्ति का दिनांक
1	2	3	4	5	6	7	8
1	लखोवाल कलाँ	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	जून 2011
2	लखोवाल खुर्द	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	जून 2011
3	जसोवाल	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	मार्च 2011
4	मिलकोवाल	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	नवंबर 2011
5	जुलफगड	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	जून 2011
6	लबानगड़	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	मई 2011
7	माछीवाड़ा	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	नवंबर 2011
8	अड्आणा	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	अगस्त 2011
9	भट्या	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	जुलाई 2011
10	गरी तरखाणा	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	दिसंबर 2010
11	रनवा	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	जुलाई 2011
12	पुन्या	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	नवंबर 2011

1	2	3	4	5	6	7	8
13	भरथला	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	अप्रैल 2011
14	पाल माजरा	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	अप्रैल 2011
15	रोहला	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	जुलाई 2011
16	लाधरा	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	जुलाई 2011
17	चहलाँ	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	जून 2011
18	भगवानपुरा	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	जून 2011
19	मूटी	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	मई 2011
20	नागरा	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	अप्रैल 2011
21	बम्ब	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	मार्च 2011
22	बगली कलाँ	समराला	11-06-2009	1444(अ) 11-06-2009	24-02-2010	469(अ) 24-02-2010	मई 2011
23	बगली खुर्द	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	मई 2011
24	हरबन्सपुरा	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	मई 2011
25	मन्ड चड़ाऊदी	समराला	11-06-2009	1444(अ) 10-06-2009	24-02-2010	469(अ) 24-02-2010	नवंबर 2011
26	भम्दी	खन्ना	11-06-2009	1444(अ) 10-06-2009	03-02-2010	469(अ) 24-02-2010	अक्टूबर 2011
27	गंगर माजरा	खन्ना	11-06-2009	1444(अ) 10-06-2009	03-02-2010	469(अ) 24-02-2010	अक्टूबर 2011
28	देहरू	खन्ना	11-06-2009	1444(अ) 10-06-2009	03-02-2010	469(अ) 24-02-2010	मार्च 2011
29	मोहान्दीपूर कलाँ	नवांशहर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	फरवरी 2011
30	मंडलाँ	नवांशहर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	फरवरी 2011
31	चकली सुजात	नवांशहर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	फरवरी 2011
32	सबलपूर	नवांशहर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	मार्च 2011
33	राणेवाल	नवांशहर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	मार्च 2011
34	दुपालपुर	नवांशहर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	मार्च 2011

1	2	3	4	5	6	7	8
35	सेखपुर	नवांशहर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	मार्च 2011
36	शाहपुर	नवांशहर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अगस्त 2011
37	मझहूर	नवांशहर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अगस्त 2011
38	मुजफ्फरपुर	नवांशहर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अप्रैल 2011
39	जाडला	नवांशहर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	जुलाई 2011
40	ऊटाला	नवांशहर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	मई 2011
41	गारले	बलाचोर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	फरवरी 2011
42	जाडली	बलाचोर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	फरवरी 2011
43	सिबल माजरा	बलाचोर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	जून 2011
44	रूरकी मुगला	बलाचोर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	जून 2011
45	करावर	बलाचोर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	जून 2011
46	गुरपुर	बलाचोर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	जून 2011
47	साजावाल	बलाचोर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	जुलाई 2011
48	भारापुर	बलाचोर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	जुलाई 2011
49	साहीवा	बलाचोर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	जनवरी 2011
50	बेगमपुरा	बलाचोर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अप्रैल 2011
51	हाएजातपुर जाटा	बलाचोर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	मार्च 2010
52	करीमपुर धनी	बलाचोर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अप्रैल 2010
53	करीमपुर चाहवाला	बलाचोर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	मार्च 2010
54	पुजेवाल	बलाचोर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	मार्च 2010
55	टोरीवाल	बलाचोर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अप्रैल 2011
56	छुचेवाल	बलाचोर	10-06-2009	1445(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अप्रैल 2011

	2	3	4	5	6	7	8
57	अचलपुर	गढ़शंकर	10-06-2009	1446(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	जुलाई 2011
58	भवानीपुर	गढ़शंकर	10-06-2009	1446(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अगस्त 2011
59	रतनपुर	गढ़शंकर	10-06-2009	1446(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अगस्त 2011
60	मलकोवाल	गढ़शंकर	10-06-2009	1446(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अगस्त 2011
61	गडीवाल	गढ़शंकर	10-06-2009	1446(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अप्रैल 2011
62	गडी मनसो	गढ़शंकर	10-06-2009	1446(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	मार्च 2011
63	मगलपुर	नंगल	10-06-2009	1447(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अक्टूबर 2011
64	दयापुर	नंगल	10-06-2009	1446(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	सितंबर 2011
65	डागोर	नंगल	10-06-2009	1444(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	सितंबर 2011
66	सुखपाल	नंगल	10-06-2009	1447(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अगस्त 2011
67	कुलगरा	नंगल	10-06-2009	1447(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अगस्त 2011
69	संगतपुर	नंगल	10-06-2009	1447(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	जुलाई 2011
70	भटी	नंगल	10-06-2009	1447(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अगस्त 2011
71	छुटेवाल	नंगल	10-06-2009	1447(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	जुलाई 2011
72	मुजोवाल	नंगल	10-06-2009	1447(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अगस्त 2011
73	मलुकपुर	नंगल	10-06-2009	1447(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अगस्त 2011
74	नया नंगल	नंगल	10-06-2009	1447(अ) 10-06-2009	03-02-2010	236(अ) 03-02-2010	अगस्त 2011

विवरण		धारा 3(1) के अधीन अधिसूचना		धारा 6(1) के अधीन अधिसूचना		टिप्पणीक्रम
शिव का नाम	तालुका/तहसील	राजपत्र में प्रकाशन का दिनांक	का.आ. संख्या और दिनांक	राजपत्र में प्रकाशन का दिनांक	का.आ. संख्या और दिनांक	कार्य की समाप्ति का दिनांक
2	3	4	5	6	7	8
जरतोलि	डेहली	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	जनवरी 2011

1	2	3	4	5	6	7	8
2	लोहगर	लुधिआना	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	जनवरी 2011
3	डेहली	डेहली	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	अप्रैल 2011
4	किला राईपुर	डेहली	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2011	अप्रैल 2011
5	महिमा सिंह वाला	लुधिआना	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2012	अप्रैल 2011
6	गुजरवाल	लुधिआना	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2013	अक्टूबर 2011
7	फलेवाल	लुधिआना	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2014	अक्टूबर 2011
8	कोटागा	डेहली	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2015	अप्रैल 2011
9	नंगल खुरद	रायकोट	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	जून 2011
10	राजगढ़	रायकोट	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	अक्टूबर 2010
11	धालीया	रायकोट	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	अगस्त 2010
12	आंडलु	रायकोट	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	अक्टूबर 2010
13	बुरज हकिमाँ	रायकोट	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	अक्टूबर 2010
14	बसराओ	रायकोट	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	अक्टूबर 2010
15	ताजपुर	रायकोट	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	मई 2011
16	भैणी बरिगा	रायकोट	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	अप्रैल 2011
17	रायकोट	रायकोट	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	अक्टूबर 2011
18	जलालदीवाल	रायकोट	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	अप्रैल 2011
19	भुरकोट	रायकोट	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	अप्रैल 2011
20	चक भाई का	रामपुरा फुल	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	अप्रैल 2011
21	दुलवाल	रामपुरा फुल	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	अप्रैल 2011
22	भाईरुपा	रामपुरा फुल	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	जुलाई 2011
23	सेरबराह	रामपुरा फुल	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	जून 2011
24	गुमटी कला	रामपुरा फुल	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	मई 2011

1	2	3	4	5	6	7	8
25	दियालपुर मिरजा	रामपुरा फुल	26-08-2009	2179(अ) 26-08-2009	03-02-2010	236(अ) 03-02-2010	अक्तूबर 2011
26	मूम	बरनाला	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	सितम्बर 2011
27	हिम्मतपुरा	निहाल सिंह वाला	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	जून 2011
28	रामगढ़	तपा	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	फरवरी 2011
29	मझुके	तपा	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	जून 2011
30	गहिल	तपा	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	अक्तूबर 2011
31	बिहला	तपा	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	जून 2011
32	जगियाणा	तपा	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	अक्तूबर 2011
33	पती दीप सिंह	तपा	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	सितम्बर 2011
34	पती मोर सिंह	तपा	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	सितम्बर 2011
35	पती वीर सिंह	तपा	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	अप्रैल 2011
36	बाजूआणा	नाथाना	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	मई 2011
37	नाथपुरा	नाथाना	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	अप्रैल 2011
38	गंगा	नाथाना	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	अप्रैल 2011
39	डेलवा	नाथाना	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	अप्रैल 2011
40	गोबिंदपुरा	नाथाना	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	अप्रैल 2011
41	खियालीवाला	बठिंडा	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	मार्च 2011
42	भोखरा	बठिंडा	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	जून 2011
43	जोगा नन्दा	बठिंडा	26-08-2009	2179(अ) 26-08-2009	19-01-2010	114(अ) 18-01-2010	अप्रैल 2011

[फा. सं. एल- 14014/26/12-जी.पी.]

ए. गोस्वामी, अवर सचिव

New Delhi, the 14th June, 2012

S. O. 2098.—In pursuance of the proviso to sub-rule (i) of rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963 framed under section 17 of the Petroleum and Minerals Pipelines

(Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Competent Authority, GAIL (India) Limited with whom the right of user in the land in that area has been vested or ownership of the pipeline in that area vests as the case may be, hereby declares the date of termination of operation of laying Bawana Nagal & spur pipeline project in Punjab State as mentioned in column 8 of the Schedule below, namely :—

SCHEDULE

Description			Notification Under Section 3 (1)		Notifications Under Section 6 (1)		Remarks
Sr. No.	Village Name	Tehsil	Date of Publication of Gazette	S.O. No. and Date	Date of Publication of Gazette	S.O. No. and Date	Date of Termination of Operations
1	2	3	4	5	6	7	8
1.	Gurm	Ludhiana	26-08-2009	2179(E) 26-08-2009	24-02-2010	469(E) 24-02-2010	October 2011
2.	Shanker	Ludhiana	26-08-2009	2179(E) 26-08-2009	24-02-2010	469(E) 24-02-2010	October, 2011
3.	Majri	Ludhiana	26-08-2009	2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	June, 2011
4.	Rurka	Dehlon	26-08-2009	2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	June, 2011
5.	Boparai khurd	Raikot	26-08-2009	2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	April, 2011
6.	Pakhawal	Raikot	26-08-2009	2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	April, 2011
7.	Nangal kalan	Raikot	26-08-2009	2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	August, 2011
8.	Nathana	Bathindha	26-08-2009	2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	July, 2011
9.	Kalyayan Sukha	Bathindha	26-08-2009	2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	Sept., 2011
10.	Gill patti	Bathindha	26-08-2009	2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	August, 2011

SCHEDULE

Description			Notifications Under Section 3 (1)		Notifications Under Section 6 (1)		Remarks
Sr. No.	Village Name	Tehsil	Date of Publication of Gazette	S.O. No. and Date	Date of Publication of Gazette	S.O. No. and Date	Date of Termination of Operations
1	2	3	4	5	6	7	8
1.	Lakhawal Kalan	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	June, 2011
2.	Lakhawal Khurd	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	June, 2011
3.	Jassowal	Samrala	11-06-2009	1444(E) 1-06-2009	24-02-2010	469(E) 24-02-2010	March, 2011
4.	Milkowal	Samrala	11-06-2009	1444(E) 11-06-2009	24-02-2010	469(E) 24-02-2010	Nov., 2011

1	2	3	4	5	6	7	8
5.	Zulfigarh	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	June, 2011
6.	Labangarh	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	May, 2011
7.	Machhiwara	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	Nov., 2011
8.	Adiana	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	August, 2011
9.	Bhattian	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	July, 2011
10.	Garhi Tarkhana	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	Dec., 2010
11.	Ranwan	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	July, 2011
12.	Poonain	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	Nov., 2011
13.	Bharthaia	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	April, 2011
14.	Pal Majra	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	April, 2011
15.	Rohla	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	July, 2011
16.	Ladhran	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	July, 2011
17.	Chehlan	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	June, 2011
18.	Bhagwanpura	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	June, 2011
19.	Mutton	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	May, 2011
20.	Nagra	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	April, 2011
21.	Bomb	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	March, 2011
22.	Bagli Kalan	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	May, 2011
23.	Bagli Khurd	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	May, 2011
24.	Harbanspura	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	May, 2011
25.	Mand Charaudi	Samrala	11-06-2009	1444(E) 10-06-2009	24-02-2010	469(E) 24-02-2010	Nov., 2011
26.	Bhamadi	Khanna	11-06-2009	1444(E) 10-06-2009	03-02-2010	469(E) 24-02-2010	Oct., 2011
27.	Gagar Majra	Khanna	11-06-2009	1444(E) 10-06-2009	03-02-2010	469(E) 24-02-2010	Oct., 2011

1	2	3	4	5	6	7	8
28.	Dehru	Khanna	11-06-2009	1444(E) 10-06-2009	03-02-2010	469(E) 24-02-2010	March, 2011
29.	Mohadipur Kalan	Nawanshahr	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	Feb., 2011
30.	Mandala	Nawanshahr	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	Feb., 2011
31.	Chakli Sujat	Nawanshahr	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	Feb., 2011
32.	Sabalpur	Nawanshahr	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	March, 2011
33.	Rancwal	Nawanshahr	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	March, 2011
34.	Dupalpur	Nawanshahr	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	March, 2011
35.	Sekhpur	Nawanshahr	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	March, 2011
36.	Shahpur Patti	Nawanshahr	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	August, 2011
37.	Mazhoor	Nawanshahr	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	August, 2011
38.	Muzafar Pur	Nawanshahr	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	April, 2011
39.	Jadla	Nawanshahr	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	July, 2011
40.	Utalán	Nawanshahr	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	May, 2011
41.	Garle	Balachor	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	Feb., 2011
42.	Jadli	Balachor	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	Feb., 2011
43.	Simbal Majara	Balachor	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	June, 2011
44.	Rurki Muglan	Balachor	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	June, 2011
45.	Krawar	Balachor	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	June, 2011
46.	Gul Pur	Balachor	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	June, 2011
47.	Sajawal Pur	Balachor	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	July, 2011
48.	Bhara Pur	Balachor	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	July, 2011
49.	Sahiba	Balachor	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	Jan., 2011
50.	Begum Pur	Balachor	10-06-2009	1445(E) 11-06-2009	03-02-2010	236(E) 03-02-2010	April, 2011
51.	Hayatpur Jattan	Balachor	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	March, 2010

1	2	3	4	5	6	7	8
52.	Karimpur Dhiani	Balochor	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	April, 2010
53.	Karimpur Chahwala	Balochor	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	March, 2010
54.	Pojewal	Balochor	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	March, 2010
55.	Torrowal	Balochor	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	April, 2011
56.	Chhuchewal	Balochor	10-06-2009	1445(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	April, 2011
57.	Achalpur	Garhshankar	10-06-2009	1446(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	July, 2011
58.	Bhawani pur	Garhshankar	10-06-2009	1446(E) 11-06-2009	03-02-2010	236(E) 03-02-2010	August, 2011
59.	Rattan pur	Garhshankar	10-06-2009	1446(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	August, 2011
60.	Malkowal	Garhshankar	10-06-2009	1446(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	August, 2011
61.	Gadiwal	Garhshankar	10-06-2009	1446(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	April, 2011
62.	Gari Mansowal	Garhshankar	10-06-2009	1446(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	March, 2011
63.	Mehandpur	Nangal	10-06-2009	1447(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	Oct., 2011
64.	Diyapur	Nangal	10-06-2009	1447(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	Sep., 2011
65.	Dhagor	Nangal	10-06-2009	1447(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	Sep., 2011
66.	Sukhsal	Nangal	10-06-2009	1447(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	August, 2011
67.	Kulgram	Nangal	10-06-2009	1447(E) 11-06-2009	03-02-2010	236(E) 03-02-2010	August, 2011
68.	Sangatpur	Nangal	10-06-2009	1447(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	July, 2011
70.	Bhaton	Nangal	10-06-2009	1447(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	August, 2011
71.	Chutewal	Nangal	10-06-2009	1447(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	July, 2011
72.	Maujowal	Nangal	10-06-2009	1447(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	August, 2011
73.	Malook Pur	Nangal	10-06-2009	1447(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	August, 2011
74.	Naya Nangal	Nangal	10-06-2009	1447(E) 10-06-2009	03-02-2010	236(E) 03-02-2010	August, 2011

SCHEDULE

Description			Notifications Under Section 3 (1)		Notifications Under Section 6 (1)		Remarks
Sr. No.	Village Name	Tehsil	Date of Publication of Gazette	S.O. No. & Date	Date of Publication of Gazette	S.O. No. & Date	Date of Termination of Operations
1	2	3	4	5	6	7	8
1.	Jartoli	Dehlon	26-08-2009	2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	January, 2011
2.	Lohgarh	Ludhiana	26-08-2009	2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	January, 2011
3.	Dehlon	Dehlon	26-08-2009	2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	April, 2011
4.	Kila Raipur	Dehlon	26-08-2009	2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	April, 2011
5.	Mehma Singh Wala	Dehlon	26-08-2009	2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	April, 2011
6.	Gujjarwal	Ludhiana	26-08-2009	2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	October, 2011
7.	Phallewal	Ludhiana	26-08-2009	2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	October, 2011
8.	Kotaga	Ludhiana	26-08-2009	2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	April, 2011
9.	Nangal Khurd	Raikot	26-08-2009	2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	June, 2011
10.	Rajgarh	Raikot	26-08-2009	2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	October, 2010
11.	Dhalian	Raikot	26-08-2009	2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	August, 2010
12.	Andloo	Raikot	26-08-2009	2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	October, 2010
13.	Burj Hakima	Raikot	26-08-2009	2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	October, 2010
14.	Basrao	Raikot	26-08-2009	2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	October, 2010
15.	Tajpur	Raikot	26-08-2009	2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	May, 2011
16.	Bhaini Baringa	Raikot	26-08-2009	2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	April, 2011
17.	Raikot	Raikot	26-08-2009	2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	October, 2011
18.	Jaladiwal	Raikot	26-08-2009	2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	April, 2011

2	3	4	5	6	7	8
19.	Dhurkot	Raikot	26-08-2009 2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	April, 2011
20.	Chak Bhauka	Raikot	26-08-2009 2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	April, 2011
21.	Dulwal	Rampura Phul	26-08-2009 2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	April, 2011
22.	Bhai Rupa	Rampura Phul	26-08-2009 2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	July, 2011
23.	Selbrah	Rampura Phul	26-08-2009 2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	June, 2011
24.	Gumti-Kalan	Rampura Phul	26-08-2009 2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	May, 2011
25.	Diyalpur Mirza	Rampura Phul	26-08-2009 2179(E) 26-08-2009	03-02-2010	236(E) 03-02-2010	Oct., 2011
26.	Moom	Banala	26-08-2009 2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	Sep., 2010
27.	Himmatpura	Nihal Singh Wala	26-08-2009 2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	June, 2010
28.	Rangarh	Tapa	26-08-2009 2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	Feb., 2011
29.	Majhoke	Tapa	26-08-2009 2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	June, 2010
30.	Gchal	Tapa	26-08-2009 2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	August, 2011
31.	Bihla	Tapa	26-08-2009 2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	Oct., 2010
32.	Jangiana	Tapa	26-08-2009 2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	June, 2011
33.	Patti Deep Singh	Tapa	26-08-2009 2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	Oct., 2011
34.	Patti Mero Singh	Tapa	26-08-2009 2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	Sep., 2011
35.	Patti Veer Singh	Tapa	26-08-2009 2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	Sep., 2010
36.	Bajoana	Nathana	26-08-2009 2179(E) 26-08-2009	19-01-2010	114(E) 18-01-2010	April, 2011
37.	Nathpura	Nathana	26-08-2009 2179(E) 26-08-2009	19-01-2012	114(E) 18-01-2010	May, 2011
38.	Ganga	Nathana	26-08-2009 2179(E) 26-08-2009	19-01-2014	114(E) 18-01-2010	April, 2011

1	2	3	4	5	6	7	8
39.	Dhelwa	Nathana	26-08-2009	2179(E) 26-08-2009	19-01-2016	114(E) 18-01-2010	April, 2011
40.	Gobindpura	Nathana	26-08-2009	2179(E) 26-08-2009	19-01-2018	114(E) 18-01-2010	April, 2011
41.	Khialiwalā	Bathinda	26-08-2009	2179(E) 26-08-2009	19-01-2020	114(E) 18-01-2010	March, 2011
42.	Bhokhra	Bathinda	26-08-2009	2179(E) 26-08-2009	19-01-2022	114(E) 18-01-2010	June, 2011
43.	Joga Nanda	Bathinda	26-08-2009	2179(E) 26-08-2009	19-01-2024	114(E) 18-01-2010	April, 2011

[F.No. I-14014/26/12-GP.]

A. GOSWAMI, Under Secy.

नई दिल्ली, 31 मई, 2012

का. आ. 2099.—भारत सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में मैसर्स ब्रह्मपुत्र क्रैकर एण्ड पोलिमेर लिमिटेड द्वारा सी 2 + द्रवित हाई वेपर प्रेशर पाइपलाइन लकवा से लेपेटकाटा (सिवसागर खण्ड) बिछाने के लिये उक्त अधिनियम के अधीन संलग्न सूची के स्तम्भ (1) में वर्णित व्यक्ति को एवं स्तम्भ (2) में वर्णित क्षेत्र में सक्षम प्राधिकारी के कृत्यों का पालन करने के लिये नियुक्त करती है।

अनुसूची

व्यक्ति का नाम और पता	अधिकारिता का क्षेत्र
श्री लाखी नन्दन गोगोई, अतिरिक्त उप कमिश्नर जिला सिवसागर (आसाम)	आसाम राज्य जिला सिवसागर सी 2 + द्रवित हाई वेपर प्रेशर पाइपलाइन लकवा से लेपेटकाटा (सिवसागर खण्ड) पाइप लाइन बिछाने हेतु

[फा. सं. एल 14014/39/12 जी.पी.]

ए. गोस्वामी, अवर सचिव

New Delhi, the 31st May, 2012

S. O. 2099.—Whereas, in pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Government of India hereby authorizes the person mentioned in column (1) of the schedule given below to perform the functions of the Competent Authority under the said Act for laying of C2+ Liquid High Vapor Pressure Pipeline (Sivasagar Section) from Lakwa to Petrochemical complex Lapetkata by the M/s. Brahmaputra Cracker and Polymer Limited (BCPL) in the area mentioned in column (2) of the said schedule.

SCHEDULE

Name and Address of the person	Area of Jurisdiction
Shri Lakhi Nandan Gogoi, ACS (Additional Deputy Commissioner) Sivasagar (Assam)	State of Assam areas falling in Sivasagar District for laying of C2+ Liquid High Vapor Pressure pipeline from Lakwa to Lapetkata

[F.No. I-14014/39/12-G.P.]

A. GOSWAMI, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 21 मई, 2012

AWARD

25-4-2012

का.अ. 2100.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वये में, केन्द्रीय सरकार डायरेक्टर जनरल, नेशनल इन्स्टीट्यूट ऑफ एग्रीकल्चर मार्किटिंग, बम्बाला के प्रबंधन के संबंध निम्नलिखित और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के संघट (संदर्भ संख्या 90/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2012 को प्राप्त हुआ था।

[सं. एल-42012/54/2006-आई आर (डी.यू.)]

रमेश सिंह, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 21st May, 2012

S.O. 2100.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. case No. 90/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Director General, National Institute of Agriculture Marketing, Bambala, and their workman, which was received by the Central Government on 21-5-2012.

[No. L-42012/54/2006-IR (DU)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
JAIPUR

Presiding Officer Sh. N.K. Purohit

L.R. 90/2006

Reference No. L-40012/54/2006-IR(DU)

dated : 8-11-2006

Shri Sunhari Lal Sharma
S/o Shri Brij Kishore Sharma
C/o Shri N.R. Sharma
29, Modi Nagar,
Purani Chungi,
Ajmer Road, Sodala,
Jaipur.

V/s

The Director General
National Institute of Agriculture Marketing Bambala,
Kota Road, Sanganer, Jaipur.

1. The Central Government in exercise of the powers conferred under clause (d) of Sub-section 1 & 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:—

“Whether the action of the management of National Institute of Agriculture Marketing, Jaipur in terminating the services of their workman Shri Sunhari Lal Sharma, Room Attendant w.e.f. 19-9-2003 is legal & justified? If not, to what relief the workman is entitled to?”

2. The workman in his claim statement has pleaded that he had worked as Room Attendant during period 1-11-98 to 20-10-02 against the vacant post & on 21-10-02 he was made permanent & fixed in regular pay scale. The workman has alleged that his services have been terminated on 19-9-03 in violation of the provisions of Section 25-F of the I.D. Act. He has further alleged that juniors to him have been retained in the job & fresh hands have been given appointment after his termination in violation of Section 25-G & 25-H of the I.D. Act respectively.

3. The management in its reply has denied the claim of the workman. It has been averred that the workman did not work with the non-applicant during period 1-11-98 to 20-10-02 & has not worked for 240 days in any calendar year. It has further been averred that the workman was engaged on 21-10-02 on contract basis & in this regard an agreement was executed on the said date. The management has also averred that as per terms & conditions of the agreement his services were terminated on 19-9-03 after payment of salary for one month in lieu of notice. The management has further averred that the workman was engaged on contract basis for one year & after completion of one year as per the terms & conditions of the agreement his services automatically came to an end. Therefore, the claim of the workman deserves to be rejected.

4. In rejoinder, the workman has pleaded that he had worked continuously during period 1-11-98 to 18-9-03. He was called for interview for the post of Room Attendant on 18-10-02 & he was given appointment on the said post on 21-10-02 against the vacant post. He has denied that he was engaged on contract basis. He has alleged that his termination is illegal & violative of the provisions of I.D. Act.

5. Vide order dated 28-9-11, directions were given to the non-applicant to produce the documents required by the workman vide his application dated 2-12-10. But on the date for submitting documents, none appeared on behalf of the non-applicant, therefore, order to proceed

ex-party against the non-applicant was passed on 21-2-12 & case was posted on 24-4-12 for ex-party evidence of the workman. But neither workman nor his representative appeared on the said date. Therefore, the case was reserved for passing award.

6. Since, the management has denied the claim of the workman, initial burden was on the workman to show that he had worked continuously during period 1-11-98 to 20-10-02 or he had worked for more than 240 days during preceding twelve months from the date of his termination & his services have been terminated in violation of Section 25-F, G & H of the I.D. Act. But at the stage of evidence, the workman did not appear to adduce his evidence in support of his claim. The non-applicant has also not adduced any evidence & ex-party proceedings have been drawn against the non-applicant on 21-2-12.

7. In above factual backdrop, there is no material on record to decide the reference under adjudication on merits. Therefore, "No Dispute Award" is passed in this matter. The reference under adjudication is answered accordingly.

8. Award as above.

9. Let a copy of the award be sent to Central Government, u/s 17(1) for publication.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 21 मई, 2012

का.आ. 2101.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डायरेक्टर (प्रशा.) खादी एण्ड विलेज इन्डस्ट्रीज कमिशन, मुम्बई एण्ड अदर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 31/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2012 को प्राप्त हुआ था।

[सं. एल-42012/89/2006-आई आर (डी.यू.)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 21st May, 2012

S.O. 2101.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. case No. 31/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Director (Admn) Khadi & Village Industries Commission, Mumbai and others and their workman, which was received by the Central Government on 21-5-2012.

[No. L-42012/89/2006-IR (DU)]
RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Presiding Officer Sh. N. K. Purohit

I.D. 31/2007

Reference No. L-42012/89/2006- IR(DU)

dated : 10-4-2007

Shri Prahalad Sahai Meena
S/o Shri Surajmal Meena
R/o Village, Post Atela,
Tehsil Viratnagar,
Jaipur.

V/s

1. The Director (Admn.)
Khadi & Village Industries Commission
3, Irla Road, Park Verli,
Mumbai-56.
2. The Director
Kumarappa National Handmade Paper Institute,
Ramsinghpura,
Shikarpura Road,
Sanganer,
Jaipur.

Present

For the Applicant : Sh. Suresh Kashyap, Adv.
For the non-applicants : Sh. R. K. Sharma, Adv.

AWARD

2-5-2012

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 and 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:-

"Whether the action of the management of Director, Kumarappa National Handmade Paper Institute, Jaipur in retrenching the services of their workman Shri Prahalad Sahai Meena w.e.f. 13-6-2006 is legal and justified? If not, to what relief the workman is entitled to?"

2. These facts are not in dispute that the workman was employed as class IV employee on 17-9-92; that the management terminated his services on 30-7-94 and the CGIT, Jaipur vide its award dated 2-6-04 reinstated him along with 25% back wages; that the said award was challenged by the management in writ petition 5191/04 which was dismissed on 24-11-05 & the D.B. special appeal

against the said order was also dismissed. These facts are also not in dispute that the workman was taken on duty on 2-1-06 in compliance of the award & subsequently, his services were again discontinued by the management from 13-6-06 vide order dated 13-6-06 & a cheque of amount of Rs. 18615 was given for retrenchment benefits under provisions of Section 25-F of the I.D.Act.

3. The workman has assailed the, said retrenchment order dated 13-6-06 on the ground of lesser payment of compensation. It has been pleaded that the workman is to be given compensation @ 130 per day but the workman has been paid wages @ Rs. 73. Thus, the amount paid to him fall short of amount to which he was entitled under the provisions of Section 25-F of the I.D.Act. It has also been pleaded that the management deliberately discontinued his services on the pretext of completion of the project work whereas the project is still continuing. The workman has alleged that juniors to him are still working. Thus, the workman has prayed that impugned order dated 13-6-06 be quashed & he may be reinstated with all other consequential benefits.

4. The management in its reply has averred that non-applicant no. 2 is not an 'industry' as its activities are concerned with research & development work. The management has also averred that minimum wages at the time of termination were @Rs. 73 Per day as per State Governments Rules & the amount payable under section 25-F(b) of the Act has been computed rightly on the said rate. The management has further averred that UNDP, KVIC projects was a project of United Nations development Programme for a definite period. Earlier non-applicant no.2 was working under the project of Khadi Gramodyog but now non-applicant no.2 is an autonomous body registered under Society Registration Act after UNDP, KVIC project came to an end it is functioning as non-applicant no.2 & some of the employees have been taken on deputation & some posts were created & appointments were given as per rules. Non-applicant no. 2 does not have any vacant post. The workman was engaged as daily rated basis & when project came to an end, his services were discontinued. It has also been averred that daily rated employees have no right of regularization. The management has submitted that Section 25-F has been fully complied with & the workman has been retrenched on account of non availability of class IV employee's post.

5. The workman has filed rejoinder wherein apart from reiterating the facts as stated by him in the claim statement, it has also been pleaded that he was entitled for minimum wages as per rate fixed by the Govt. of India. He has further pleaded that services of Sh. Ramprasad, Sh. Mohanlal & Sh. Bhanu Lal & others who were junior to him, have been regularized. Sh. Ramprasad who was appointed on 15-4-94 has been made confirmed on 19-11-97.

6. In oral evidence, the workman has filed his own affidavit who was cross examined on behalf of the non-applicant. Counter affidavit of Sh. Ashwini Kumar, Director, KNHPI was placed on record on behalf of the non-applicant who was cross examined on behalf of the workman.

7. The workman in support of his case has placed Ex-W-1 to Ex-W-8 documents on record whereas the management has produced copy of the impugned order dated 13-6-06 Ex-M-1 & Ex-M-3.

8. I have heard both the parties & have gone through the relevant record.

9. In view of the pleadings of both the sides, following questions crop-up for consideration:-

- i. Whether the non-applicant is not an 'industry' within the definition of 'industry' u/s 2(j) of the I.D.Act?
- ii. Whether the workman has paid lesser retrenchment compensation in violation of Section 25-F(b) of the I.D.Act?
- iii. Whether at the time of terminating the services of the workman, juniors to him have been retained in the job in violation of Section 25-G of the I.D.Act?
- iv. What relief the workman is entitled to?

Point No. 1

10. The workman has produced the copy of the award dated 3-6-2004. In the said award the management pleaded inter-alia that the non-applicant does not fall within the ambit of definition of industry as defined u/s 2(j) of the Act. Since, the above point has already been decided against the non-applicant in the said award, the contention of the non-applicant in this regard is not sustainable.

Point No. 11

11. The workman in his affidavit has stated that while terminating his services on 13-6-06 a cheque of Rs. 18615 was given to him. At that time the rate of the minimum wages fixed by the Government of India to skilled labour was @ Rs.130 but the management has paid him compensation @Rs.73. In cross-examination he has stated that he was engaged as regular employee & salary was paid to him @ Rs.30 per day. He has further stated that he did not complain against the lesser payment of compensation.

12. In counter affidavit the management witness Sh. Ashwini Kumar, Director, KNHPI has stated that workman was engaged as daily wage for UNDP, KVIC project & after completion of project a cheque of amount Rs. 18615 was given to him in compliance of the provisions

of Section 25-F along with order dated 13-6-06 (Ex-M-I) which was accepted by the workman. He has further stated that non-applicant no.2 is a registered autonomous body and is not under the control of Khadi Gramodyog and payments were made to him as per guidelines of the Government of Rajasthan. In cross-examination he was unable to state the rate of minimum wages in the year 2006. He has denied this fact that the amount of compensation paid to the workman was not according to the provision of Section 25-F of the I.D.Act.

13. The learned representative on behalf of the workman has contended that while terminating the services of the workman the provisions of Section 25-F have not been complied with. The minimum pay of the workman at that time was Rs. 130 per day. The compensation was to be computed @ Rs.130 per day but the management has computed the amount of compensation on the basis of wages @ Rs.73 which is much less than the minimum wages. He has further contended that reasons for termination given in the impugned order are also false. It has been contended that retrenchment compensation was paid through cheque on 13-6-06 and clearance of cheque requires at least two days, therefore, it cannot be said that amount was paid to the workman simultaneously at the time of termination. It has also been contended that since provision of clause (b) of Section 25-F has not been complied with, the termination of the workman is illegal and unjustified. In support of his contention he has referred 1958(1) RLR 931.

14. Per contra, the learned representative on behalf of the management has submitted that the rate of minimum wages which was payable to the workman at the time of termination was Rs.73 per day only. It has further been submitted that the workman was entitled to get the wages as per minimum wages payable under the State Government Rules. Further, the non-applicant no. 2 i.e. KNHPI is an autonomous body registered under Registration Act and the notice pay and compensations have been paid as per provisions of the Section 25-F of the I.D.Act. The learned representative for the management has also submitted that the cheque was received by the workman on the date of termination i.e. 13-6-06 and the cheque is a valid tender, therefore, it cannot be said that the amount is not paid simultaneously. In support of his contention he has relied on 1993 ILLJ 62 and 1981 LAB IC 697.

15. I have given my thoughtful consideration on the above submissions.

16. It is well settled that for a retrenchment to be valid, it is incumbent upon the employer to fulfill the requirements of clause (a) and (b) of Section 25-F of the I.D.Act. Clauses (a) and (b) of Section 25-F prescribe the imperative conditions for retrenching a workman. Section 25-F envisages that no workman employed in any industry who has been in continuous service for not less than one

year shall be retrenched by the employer until (a) the workman has been given one months notice in writing indicating the reasons for retrenchment or the workman has been paid in lieu of such notice, wages for period of the notice; (b) the workman has been paid at the time of retrenchment compensation which shall be equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months.

17. Section 2(aaa) of the I.D.Act lays down the manner to calculate the average pay of monthly, weekly or daily rated workman. Section 2(aaa) says that average pay means the average of the wages payable to a workman in the case of monthly paid workman in three completed calendar months, in the case of weekly paid workman in four completed weeks, in the case of daily paid workman in 12 full working days preceding the date on which the average pay becomes payable if the workman had worked for three complete calendar months or four complete weeks or 12 full working days as the case may be and where such calculations cannot be made the average pay shall be calculated as the average of wages payable to a workman during the period he actually worked.

18. As per order dated 13-6-06 the service of the workman was discontinued on the ground that the workman was engaged on daily wage basis in the project of UNDP and after reinstatement of the workman in compliance of the award dated 2-6-04 passed by the CGIT, Jaipur, the project has been abolished, there was no vacancy of class IV employee in KNHPI and the services of the workman were not required.

19. Admittedly, for one months notice pay, retrenchment compensation and 15 days salary, a cheque dated 13-6-06 of amount of Rs. 18615 was enclosed with the impugned order and the said cheque was received by the workman on the said date.

20. The details of computation of the said amount as mentioned in the impugned order are as below:

Service period from September, 92 to May, 06	14 years
Total days considered for average pay (15 days x 14)	210 days
Wages for 210 days @ Rs.73 per day (210x73)	15330
One months' notice wages (13x73)	2120
Wages for 15 days of June, 06 (15x73)	1095
Total:	18615

21. Upon perusal of the impugned order dated 13-6-06, it reveals that for computing the average pay the

management has considered the service period of the workman from September, 92 to May, 06 & 14 years as completed years of continuous service. The amount of the wages of average pay has been calculated @ Rs.73 per day & 15 days average pay has been multiplied by the 14 years of completed years of continuous services.

22. In decision 1993(1) RLR 931 (Raj.) referred to on behalf of the workman the contention of the petitioner therein was that total period of service of the workman was 2 years 8 months 2 days & consolidated salary was Rs. 400 per month. Hon'ble Court held that in lieu of one months notice pay he was entitled to Rs. 400 & in view of provisions of clause (b) of Section 25-F of the Act, he was also entitled to compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months. Accordingly, the workman was entitled for Rs. 400 for compensation for a period of one month for 2 years' service & was further entitled to Rs. 200 for the remaining part of service which exceeded six months. In view of above facts, Hon'ble Apex Court held that the amount order to be paid to petitioner fall short of amount to which he was entitled. In present case, the dispute is not regarding computing each completed year for continuous service for the purpose of average pay. Thus, the facts of the decision supra are quite distinguishable & do not lend any support to the workman.

23. Clause (b) of Section 25-F only envisages that 15 days average pay for every completed years of continuous service is to be paid while computing the retrenchment compensation & as per definition of the average pay u/s 2 (aaa) average of the wages payable to a workman preceding the date on which the average pay becomes payable is to be considered. Average pay was to be calculated on the basis of amount which was being paid at the time of termination on 13-6-06. It is not the case of the workman that at the time of termination on the said date, he was getting @ Rs.130 per day as daily wages. It is not within the scope of the reference to consider what wages ought to be paid to the workman before his termination on 13-6-06. Thus, the contention on behalf of the workman that retrenchment compensation should have been computed on the rate of @ Rs.130 as fixed by the Government of India is not acceptable.

24. Clause (b) of Section 25-F envisages that workman cannot be retrenched until he has been paid at the time of retrenchment, compensation payable under the said provision. In 1994 LAB IC 697 Hon'ble Raj. High Court has held that for payment of retrenchment compensation actual tender is not necessary, genuine offer is sufficient. In 1993 2 L.L.J 63(Raj.) while considering question as to whether payment by cheque is violative of Section 25-F. Hon'ble High Court held:-

"The cheque is a valid tender, simply because the cheque cannot be encashed on that very day when the termination was effected, that will not change the situation that the amount is not paid simultaneously."

25. In the light of the legal proposition laid down in the decisions supra, the contention of the learned representative on behalf of the workman that payment by cheque is violative of clause (b) of Section 25-F is also untenable.

26. In view of above discussions it is concluded that while terminating the services of the workman clause (a) & (b) of the 25-F of the I.D. Act have been complied with. Therefore, this point is decided against the workman.

Point No. III

27. It has been contended on behalf of the workman that the workman was engaged on 17-2-92 & after earlier termination on 30-7-94 he was reinstated in compliance of the award of the Tribunal on 2-1-06. Shri Ramprasad was appointed by the management vide order dated 6-10-95. In this order it has been shown that Sh. Ramprasad was appointed as peon in KNHPI, Sanganer, Jaipur on consolidated salary of Rs. 1000 p.m. w.e.f. 1-9-95 & on his appointment functional control will be of national project coordinator & his services will be purely temporarily basis till period 29-2-1996. Sh. Ramprasad was made confirmed vide order dated 3-11-97. He has further contended that Sh. Ramprasad was appointed on the post of peon on temporary basis after earlier termination of the workman & at that time, had the workman been appointed in place of Sh. Ram Prasad as per provision under Section 25-H, then he would have been confirmed in service on 3-11-1997 in place of Sh. Ramprasad. Sh. Ramprasad was not appointed as regular employee in the organization at first time. In earlier award in respect of point no.2, it has been held that after termination of the workman new appointments have been made by the non-applicant management in violation of Section 25-H of the I.D. Act & point no. 2 in the said award was decided in favour of the workman. It has been contended that at the time of termination of the workman on 13-6-06 Sh. Ramprasad who was junior to the workman has been retained in the job, therefore, the termination of the workman was in violation of Section 25-G of the I.D. Act. In support of his contention the learned representative has relied on 1996(74) 2063, 2007(1) I.L.N 120, 2011(6) SCC 585, RLR 2001(1) 156.

28. Per contra, the learned representative on behalf of the management has contended that services of Sh. Ramprasad were discontinued & he was given re-appointment on 6-10-95 & he was regularized vide order dated 19-11-97. He has further contended that services of Sh. Ramprasad were regularized after adopting due procedure. The vacancy was published in the newspaper

but the workman did not submit any application. He has further argued that there is no averments in the claim statement regarding violation of Section 25-G of the I.D. Act. He has also contended that in para 18 of the award dated 3-6-04 it has been observed that workman did not disclose name of the junior person. In support of his contentions he has referred decisions RLW 2002 (3) 1336, 1996 (1) U.J. (S.C.) 226, (2006) 6 SCC 221, 2002(1) WLC Raj. 501, RLW 1989 (2) 252.

29. I have given my thoughtful considerations on the above submissions & have gone through the decisions referred to by both the sides.

30. Upon perusal of the award dated 3-6-04 it reveals that contention of the workman in his claim statement was that Sh. Ramprasad & Sh. Narendra Kumar were appointed without affording him any opportunity of appointment. In para no. 18 of the said award it has been observed:-

“In the statement of claim, the workman could not be able to name those junior employees who were retained in the service by the management at the time of his termination. This fact could not also be disclosed in the affidavit of the workman. However, in his cross-examination he has pointed out that the junior employees to him, viz., Sh. Ram Prasad, Sh. Mohan Singh and Sh. Babu Lal are still working with the management. But in the statement of claim, he has named Sh. Ram Prasad Sharma as a fresh hand who was appointed after his termination. Therefore, firstly, the version of the workman on this point is self-contradictory and, secondly, no corroborating evidence could be brought on the record to support his submission that the juniors to him were retained in the employment by the management at the time of his termination. Hence, this submission made on behalf of the workman is negatived.”

31. In para 20 of the award dated 3-6-04, it has been further observed:

“The workman has pointed out in his statement of claim that Sh. Ram Prasad Sharma & Sh. Narendra Kumar Sharma were appointed after his termination. MW-2 Sh. Baleshwar Prasad in reply to a question put by the Ld. Representative for the workman has admitted that after 30-7-94, the new appointments have been made, but he is unable to point out the number of such appointments.”

32. In para 21, it has also been observed:-

“In this manner, the submission made on behalf of the workman stands corroborated from the deposition of the management witnesses and the evidence on the record lead to infer that after the termination of the workman, new appointments have

been made by the non-applicant management in violation of Section 25-H of the Act. This contention put forth on behalf of the workman is, therefore, accepted and this point is - decided in favour of the workman.”

33. As per paras 20 & 21 of the award dated 3-6-04 after termination of the services of the workman on 30-7-94, fresh hands were given appointments & it has been held in the said award that new appointment have been made by the non-applicant management in violation of Section 25-H of the Act.

34. In present case, the workman in his claim statement has not disclosed the names of the persons who were junior to him. However in rejoinder, he has disclosed that Sh. Ramprasad, Mohan, Bherulal workmen were junior to him & they have been regularized. In para 2 of the affidavit he has deposed that Sh. Ramprasad who was junior to him was appointed on 15-4-94 & he was regularized on 19-11-97.

35. Section 25-G requires the employer to ordinarily retrench the workman who was last person to be employed in a particular category of workmen. This rule predicate that the workman retrenched belongs to a particular category & rule is to be applied with reference to the category of workman.

36. Admittedly, the services of the workman were earlier terminated on 30-7-94 & Sh. Ramprasad was appointed on 6-10-95 & he was confirmed on 3-11-97. The workman was reinstated on 2-1-06. In 2011(6) SCC 585, Hon'ble Court has held that the status acquired by a workman on reinstatement is the same status held by the workman prior to termination of his service. Thus, the status acquired by the workman on his reinstatement was the same which he was having at the time of termination of his service on 30-7-94.

37. It is not the case of the workman that he was a confirmed employee at the time of his termination on 30-7-94. After reinstatement the workman has acquired the status of temporary class IV employee which he was having at the time of initial appointment on 10-2-92. The appointment & regularization of the workman Sh. Ramprasad have been done during the period when the workman was not in job. When the services of the workman were terminated on 30-7-94, the workman was working as temporary class IV employee whereas Sh. Ramprasad was a confirmed class IV employee, therefore, it cannot be said that when the services of the workman were retrenched, Sh. Ramprasad was the last person working as temporary class IV employee in the category of temporary class IV employee.

38. As regards, Sh. Mohan & Sh. Bherulal said to be juniors to the workman, the workman has not disclosed their names in the statement of claim. In his affidavit, he

has stated only that they were junior to him. He has not stated when they were given appointment. No corroborative evidence could be brought on the record to support his submission that they were Junior to him and were retained in the employment by the management at the time of his termination.

39. The facts of the decisions referred to by the learned representative on behalf of the workman are distinguishable. In decision RLR 2001(1) 156 referred to by the learned representative on behalf of the workman there was no dispute about the fact that persons appointed later than the workman in question were still continue in service under the same establishment. In view of above facts Hon'ble Court held that termination was in violation of Section 25-G of the I.D. Act. In 2007 (1) LLN 120 there was a clear finding of the tribunal that a person like Krishna who is junior to the respondent is still working with the management, whereas the services of the respondent have been terminated. The learned counsel for the appellant failed to substantiate that no person junior to respondent have been retained, therefore, Hon'ble Court held a person junior to respondent was still working and there was a breach of Sections 25-G and 25-H of the Act. In 1996 (74) FLR 2063 the question under consideration was whether section 25-H is applicable to all entrenched workmen or merely to those covered by Section 25-H. The aforesaid decisions turn on its own facts which are quite dissimilar from the facts of the present case and learned representative on behalf of the workman does not derive any assistance from the said decisions.

40. For the foregoing reasons, the workman has failed to establish that juniors to him were retained in job at the time of his termination on 13-6-2006 in violation of Section 25-G of the I.D. Act. Therefore, this point is also decided against the workman.

Point No. IV

41. As per the conclusions drawn in respect of point No. II and III, the workman has failed to establish that alleged action of the management was in violation of the provisions of Section 25-F and G of the I.D. Act, therefore, the action of the management of Director, K.N.H.P.I., Jaipur in retrenching the services of their workman vide impugned order dated 13-6-2006 cannot be said to be illegal or unjustified. Resultantly, the workman is not entitled to any relief. The reference under adjudication is answered accordingly.

42. Award as above.

43. Let a copy of the award be sent to Central Government for publication u/s 17(1) of the I.D. Act.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 25 मई, 2012

का.आ. 2102.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/57/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-2012 को प्राप्त हुआ था।

[सं. एल-12012/79/2007-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 25th May, 2012

S.O. 2102.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/57/2008) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 18-5-2012.

[No. L-12012/79/2007-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT,
NAGPUR

Case No. CGIT/NGP/57/2008

Date: 19-04-2012

Party No. 1 : The Asstt. General Manager,
Bank of India, Zonal Office,
S.V. Patel Marg, Nagpur.

Versus

Party No. 2 : Shri Milind
S/o Madhukarrao Deshpande
C/o. Smt. L.M. Gandhi,
Plot no. 170, Bhuteshwar Nagar,
Nr. Lal School, Gangabai Ghat Road,
Nagpur.

AWARD

(Dated : 19th April, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Bank of India and their workman Shri Millind Deshpande, for adjudication, as per letter No. L-12012/79/2007-IR (B-II) dated 24-10-2007, with the following schedule:—

“Whether the action of the management of Bank of India in terminating the services of Shri Millind M. Deshpande by way of awarding punishment of compulsory retirement on the ground of non-improvement of his conduct and behaviour is legal, justified and proper? If not, what relief is entitled to?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Millind M. Deshpande, (‘the workman’ in short), filed the statement of claim and the management of the Bank of India, (‘Party No. 1’ in short) filed its written statement.

The case of the workman is that he came to be appointed in the Bank at its Gondia Branch, as a clerk-cum-cashier on 29-9-1998, on compassionate ground, as his father, who was working in the bank died in harness on 11-1-1996 and he was made permanent, after completion of the probationary period of six months and then he was transferred to Lakhandur Branch of the Bank and then he was posted as computer Tenor operator at Shironcha Branch and then he was transferred to Chandrapur Branch and Rajura Branch and the party no. 1 initiated a disciplinary action against him vide charge sheet dated 3-3-2006 containing two charges under clauses 5(c) and 5(j) of the Bipartite Settlement, on the allegations that on 3-2-2006, he reported at Chandrapur Branch of the Bank in an inebriated condition and he was found not in a position, physically and mentally to carry the remittance of funds from currency chest to Shironch Branch and one Shri P.D. Gupte was appointed as the enquiry officer to enquire into the charges and the enquiry officer submitted his findings on 15-5-2006, holding both the charges to have been proved against him and the Disciplinary Authority, without application of judicious mind, mechanically accepted the findings and vide order dated 30-6-2006 awarded the punishment of compulsory retirement and he filed an appeal against the order of punishment, before the Appellant Authority, but the same was dismissed by the Appellant Authority on 23-11-2006 and the allegations made against him did not support charge no. 2 and the punishment awarded against him is not proper, legal and justified and there is no evidence on record to support or substantiate the second charge and the findings of the enquiry officer are perverse and the punishment is harsh and shockingly disproportionate.

3. The party no.1 in its written statement has pleaded inter-alia that the workman was in habit of consuming alcohol and many a times, the branch manager and other staff members had counseled him to desist from reporting duty under the influence of alcohol, but the request had fallen in to the deaf ears of the workman and no improvement was shown by him and on 3-2-2006, in the morning, the workman reported at Chandrapur Branch in

an inebriated condition and on that day, he was deputed to collect cash from currency chest and to carry the same to Shironcha Branch and the condition of the workman was so dangerous that even the currency chest officer decided not to handover the cash to him and as such, it was constrained to initiate the departmental enquiry against the workman, as his acts amounted to grave misconduct under clauses 5(c) and 5(j) of the Bipartite Settlement and charge sheet was issued on 3-3-2006 and the workman received the charge sheet on 8-3-2006 and the enquiry officer, Shri P.D. Gupte fixed the enquiry on 27-4-2006 and on 27-4-2006, the workman appeared before the enquiry officer and when the contents of the charge levelled against the workman were read over and explained to him and he was asked to plead guilty or not guilty, the workman admitted the charges and in view of the admission of the charges by the workman, the enquiry officer closed the enquiry and submitted his report on 15-5-2006 and a show-cause notice was issued to the workman regarding the proposed punishment on 22-5-2006 and after granting an opportunity of personal hearing to the workman, the punishment of compulsory retirement was imposed against him and the action taken by it is justified, proper and legal and as the workman admitted the charges, the question of giving of findings by the enquiry officer by analyzing the evidence doesn't arise.

4. As this is a case of compulsory retirement of the workman from services, after holding a departmental enquiry, the validity of the departmental enquiry was taken as a preliminary issue for consideration and by order dated 11-7-2011, the departmental enquiry held against the workman was found to be legal, proper and in accordance with the principles of natural justice.

5. At the time of argument, it was submitted by the learned advocate for the workman that the order of compulsory retirement passed against the workman was not judicious and the bare perusal of the action impugned, it can be found that the termination of the services of the workman was given effect to, without looking into the young age, past record and the circumstances in which, the workman was appointed in the bank and the action is neither justified nor proper and the same is also not legal and the workman was charged under clause 5(c), for drunkenness or riotous or disorderly or indecent behaviour on the premises of the bank and under clause 5(j), for doing an act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss and both the said charges were mainly based on the allegation that on 3rd February, 2006, the workman reported at Chandrapur branch of the bank in an inebriated condition and he was found not to be in a position physically and mentally to carry the remittance of funds from currency chest to Shironcha branch and on plain reading of the aforesaid allegations, it can be found that the allegations do not support charge

no.2 mentioned in the charge sheet and punishment has been imposed against the workman for charge no.2 also and as charge no. 2 was not at all a charge and at any rate or at any event, the same cannot be declared as proved by the enquiry officer, the punishment awarded for baseless charge no. 2 cannot be said to be correct and as consolidated punishment of compulsory retirement in terms of para 6 of the Memorandum of Settlement dated 10th April, 2002 has been imposed upon the workman and since charge no. 2 cannot be said to have been proved in the given circumstances, the quantum of punishment is not proper, legal and just. It was further submitted by the learned advocate for the workman that the admission of the charges by the workman was due to undue influence, assurance of protection and misrepresentation and the evidence on record in the enquiry proceedings was not sufficient to prove the charges levelled against the workman and the findings of the enquiry officer that all the charges mentioned in the charge sheet against the workman are proved is illegal, unlawful and appears to have been given without application of mind and such facts were also not considered by the Disciplinary Authority or the Appellate Authority and thereby serious prejudice has occasioned upon the workman and the punishment awarded is harsh and shockingly disproportionate.

In support of the contentions, the learned advocate for the workman has placed reliance on the decision reported in 1995-III LLN-508 (Supra) (B. Budhajirao Nanekar Vs. Adinath Sahakari Bank Ltd.).

6. On the other hand, it was submitted by the learned advocate for the party no. 1 that charge sheet under clauses 5(c) and 5(j) of the Memorandum of Settlement dated 10-4-2002 was issued against the workman and in the departmental enquiry, the workman accepted the charges unconditionally and in view of the unconditional acceptance of the charges by the workman, the enquiry was closed and the enquiry officer based his report on the admission of guilt and also on his own admission of the guilt, the workman is precluded from challenging the same and the punishment of compulsory retirement was also imposed based on the admission and unconditional acceptance of the charges by the workman and as such, it is not open for the workman to challenge the same and the misconduct committed by the workman are of serious nature and considering the nature and gravity of the misconducts, the punishment was imposed and the misconducts committed by the workman not only put the reputation of the bank at stake, but also prejudicial to the interest of the bank and as such, the punishment imposed against the workman is not disproportionate and the workman is not entitled to any relief.

In support of such contentions, reliance was placed by the learned advocate for the party no. 1 on the decisions reported in 2002 (93) FLR 235 (H.K. Reddy Vs. Central

Bank), 2008 II CLR-338 (Chairman and Mgt. VSP Vs. Goparaju) and 2008-II CLR-557 (Bank of Baroda Employees Union Vs. Bank of Baroda).

7. On perusal of the documents produced by the parties relating to the departmental enquiry held against the workman, it is found that charges under clauses 5(c) and 5(j) of the Memorandum of Settlement dated 10-4-2002 were levelled against the workman for commission of alleged misconduct of "Drunkenness or riotous or disorderly or indecent behaviour in the bank premises" and "doing any act prejudicial to the interest of the bank or the gross negligence or negligence involving or likely to involve the bank in serious loss" respectively and the workman appeared before the enquiry officer on 27-4-2006 and when the enquiry officer asked him as to whether he accepted the charges, the workman admitted the charges and thereafter, documents submitted by the presenting officer were marked as Exts. M-1 to M-5 and the workman was supplied with the copies of the documents and after verification of the documents, the workman gave out that the authenticity and genuineness of the documents are not doubted and when the workman was asked to produce evidence in his defence, the workman gave his statement admitting of consuming liquor while attending duty, due to his disturbed mental state for family tension. The enquiry officer, due to the admission of the charges by the workman, closed the enquiry and submitted his report on 15-5-2006. On perusal of the enquiry report, it is found that the enquiry officer has analyzed the evidence produced by the management during the enquiry and based his findings on such evidence and so also on the admission of the workman.

At this juncture, I think it proper to mention about the submission made by the learned advocate for the workman that the allegations made against the workman do not support charge no. 2 and charge no. 2 is not at all a charge and both the charges levelled against the workman are not only antithetical but are also mutually exclusive and as such, the findings of the enquiry officer are illegal. However, after going through the charge sheet issued against the workman, it is found that in this case, the two charges are neither antithetical nor mutually exclusive. The workman in this case has admitted the charges. Attending duty of the bank by the workman in a drunken condition certainly comes under the misconduct of doing an act prejudicial to the interest of the Bank, besides the misconduct of drunkenness on the premises of the Bank.

In the decision reported in the decision reported in 1995 II LLN-508 (Supra), the workman, who was working in Adinath Sahakari Bank as a Cashier made over payment and charges of gross negligence of work, dishonesty and commission of act subversive of discipline were levelled against him and the Hon'ble High Court, while considering the case was pleased to hold that, "Dishonesty necessarily

requires advertence of mind and an intention to cause wrongful loss to the employer and wrongful gain to the employee himself or to someone else. In stark contrast, gross negligence can arise only when there is utter lack of advertence to the basic requisites of precaution to be observed while discharging duty. If one is guilty of dishonesty in a transaction, it cannot be postulated that one is also grossly negligent in the said transaction.

The two heads of misconduct are not only antithetical but are also mutually exclusive."

However, this is not so in the present case at hand. As the facts and circumstances of the case referred in the decision, are quite different from the facts and circumstances of the present case, with respect, I am of the view that the decision cited by the learned advocate for the workman has no application to the present case. Hence, there is no force in the submissions made by the learned advocate for the workman on that score.

8. In the decision reported in 2008 II CL.R-338 (Supra), the Hon'ble Apex Court have held that, "Indian Evidence Act, 1872-S-58-Inquiry-Admission by delinquent- Held that charges having been admitted by respondent - delinquent were not required to be proved."

In the decision reported in 2008 II CL.R-557 (Supra), the Hon'ble High Court of Judicature at Madras have held that, "Held that Bank is not precluded from holding enquiry or from relying on admission and imposing punishment-Removal of employee from service, based on admission, not open to challenge."

In the decision reported in 2002 (93) FL.R-245 (Supra), the Hon'ble High Court of Andhra Pradesh (Full Bench) have held that, "Domestic enquiry-An admission by a party to proceeding-Is binding on him proprio vigore."

For the reasons mentioned above and applying the principles enunciated by the Hon'ble Apex Court and Hon'ble High Courts in the decisions mentioned above to the present case at hand, it is found that the findings of the enquiry officer are not perverse and the same are also not illegal.

9. So for the proportionality of punishment is concerned, grave misconducts have been proved against the workman in a properly conducted departmental enquiry. The workman was an officer of the bank and in the banking business, every employee shall, at all times, takes all possible steps to ensure and protect the interest of the bank and do nothing which is unbecoming of a bank official. But the workman committed misconducts against the interest of the bank and unbecoming of a bank officer. Hence, the punishment of compulsory retirement imposed against the workman cannot be said to be not commensurate with the misconduct proved against him. Hence, it is ordered:-

ORDER

The action of the management of Bank of India in terminating the services of Shri Millind M. Deshpande by

way of awarding punishment of compulsory retirement on the ground of non-improvement of his conduct & behaviour is legal, justified and proper. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 25 मई, 2012

का.आ. 2103.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या सीजीआईटीए/883/04 नया) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-2012 को प्राप्त हुआ था।

[सं. एल-17012/19/2001 आई आर (बी II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 25th May, 2012

S.O. 2103.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/A/883/04 New) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India and their workman, which was received by the Central Government on 18-5-2012.

[No. L-17012/19/2001-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Binay Kumar Sinha, Presiding Officer
CGIT-cum-Labour Court,
Ahmedabad, Dated 18-4-2012

Reference: CGIT A of 883 of 2004 New

The Sr. Divisional Manager,
LIC of India, Bhavnagar Division,
Jeevan Prakash, Neelambaug Circle,
Bhavnagar (Gujarat)- 364002.

... First Party

And their workman

Smt. Champaben Shamjibhai Kalavadiya
C/o. Shramik Sangh, 115, Kaveri,
Corporation, Navapara,
Bhavnagar (Gujarat)-364001.

... Second Party

For the first party : Shri K. V. Gadha, Advocate

For the second party : None

AWARD

The Central Government/Government of India/Ministry of Labour vide its No. L-17012/19/2001-IR (B-II) New Delhi dated 03-4-2001 in exercise of power conferred by clause (d) of sub-section (1) and sub-section 2 A of section 10 of the ID Act 1947 referred the dispute to Industrial Tribunal, Ahmedabad (Gujarat) for adjudication by formulating the terms of reference under the schedule as follows:-

SCHEDULE

"Whether the action of the management of LIC of India in terminating the services of Smt. Champaben Shamjibhai Kalevaliya instead of regularizing at par wages of regular employees is justified? If not, what relief the concerned workman is entitled to?"

2. The parties were notice in this reference case. Consequent upon notice both sides appeared and file respective pleadings. The second party workman submitted statement of claim at Ext. 3 that she was working in the office of LIC near Hevan Cinema, Mahua District, Bhavnagar as daily rated worker since 1992 and was getting monthly wages of Rs. 450. She was working with loyalty but on 18-5-2000 she was removed from service that amounts to unfair labour practice and violation of the provisions of ID Act. Further case is that she was continuing work in the office of LIC since last 7 years but without any cogent reason she was removed from service which is utter violation of the principle of natural justice. She demanded for her reinstatement but no any heed was paid then she raised dispute. On these grounds prayer has been made for declaring the order of his removal being illegal, unwarranted and for the relief of reinstatement with back wages and continuity in service and to any other relief which she is found entitled.

3. The first party LIC pleaded inter-alia in its written statement at Ext. 6 that the workman has no cause of action and the reference is not maintainable the second party workman was not employee of the LIC rather was a casual worker and on requirement she was deployed for cleaning and sweeping of the branch office. Further case is that the workman had applied for the post of sweeper on 19-4-2000 but she was not successful in interview and so she was not absorbed in employment. Further case is that the workman also filed Civil Suit No. 277/2000 in the court of Civil Judge Bhavnagar but the suit was not found maintainable. The first party management has denied all the allegation made in the para 1 to para 6 of the statement of claim and pleaded that the workman has to strict proof of the allegation so made. On these scores prayer has been made to dismiss the reference since the workman is not entitled to get any relief as per claim made at para 7. As per relief sought for at para 7 of the statement of claim on behalf of the first party management as many as 7

documents were filed with list at Ext. 7 which the Ext. 7/1 to 7/7 the second party workman also filed 10 documents as per list Ext. 12 which are school leaving certificate 12/1, 50% disability certificate 12/2, economically backward certificate Ext. 12/3, Employment Exchange registration card 12/4, demand notice Ext. 12/5, Ext. 12/6 two office copy of the demand notice, Ext. 12/7 acknowledgement due of sending demand notice, Ext. 12/8 registration receipt of sending demand notice, Ext. 12/9 is payment vouchers regarding payment of wages by the department of LIC to the workman and the copy of the written statement of the LIC filed in Civil Suit No. 277/2000 Ext. 12/10.

4. After filing of those documents by both sides. The record was being fixed for leading evidence by the second party workman in support of her statement of claim but the workman did not appear to make contest and left parivry in this case since long.

5. The notices were sent to the second party workman from the previous court on several occasions lastly fresh notice was also issued to the workman when the case record received in this tribunal on transfer but in spite of all efforts made to procure attendance/representation of the workman in this case, all went in vain. The second party workman did not show any interest in this case to make contest.

6. The pleading of the workman as per statement of claim is not substantive piece of evidence. More so the documents filed at Ext. 12 does not also support such contention of the second party workman that she completed more than 240 days of work in every calendar year and also in the calendar preceding his termination. The first party management of LIC had denied all the claim of workman. On the other hand from the pleadings of the first party and also documents at Ext. 7 go to show that the second party workman was a casual/part time sweeper deployed for work for cleaning and sweeping and was being paid wages through vouchers and no employer employee relationship is established. From vouchers it also appears that there is no evidence on the record to support the case of the workman. More so the workman herself left to make contest in this case by absenting herself since long and in spite of repeated notices issued, no legal evidence have been adduced on behalf of the workman.

For the reasons noted above, I find that the reference is not maintainable and the workman has no cause of action and that there is no merit in this reference and the workman is not entitled to get any relief so this reference is fit to be dismissed for non-prosecution. It is, therefore.

ORDER

That this reference is dismissed for non-prosecution by the second party workman.

This is my award.

Let copies of the award be sent to the appropriate Government for publication.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 25 मई, 2012

का.आ. 2104.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 171/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-2012 को प्राप्त हुआ था।

[सं. एल-41012/149/2003-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 25th May, 2012

S.O. 2104.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 171/03) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Central Railway and their workmen, received by the Central Government on 25-5-2012.

[No. L-41012/149/2003-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/171/03

Presiding Officer : **Shri MOHD. SHAKIR HASAN**

Shri Rameshwar,
S/o Shri Jumman,
Near Collector Bangla,
Civil Line,
Sagar (MP)

Workman

Versus

Divisional Railway Manager,
Central Railway,
Jabalpur

Management

AWARD

Passed on this 9th day of May, 2012

1. The Government of India, Ministry of Labour vide its Notification No.L-41012/149/2003-IR(B-I) dated 22-10-03 has referred the following dispute for adjudication by this tribunal:-

“Whether the action of the management of Divisional

Railway Manager, Central Railway, Jabalpur in terminating the services of Shri Rameshwar, S/o Jumman, Ex. Safaiwala w.e.f. 6-5-97 is legal and justified? If not, what relief the concerned workman is entitled to?”

2. The workman appeared in person as well as through his lawyer in the reference case on 11-3-2004. Thereafter on several dates, the case was pending for filing his statement of claim but the statement of claim was not filed. Lastly the workman died on 5-3-05. Thereafter the legal heirs filed an application to substitute them in the reference case in place of the workman which was allowed on 7-9-09 and they were directed to file statement of claim in the case. But the legal heirs also did not file the statement of claim in spite of several opportunity granted to them. Lastly the reference case proceeded ex-parte against the legal heirs on 9-2-2011.

3. The management also appeared in the case but did not file any Written Statement. The learned counsel for the management has submitted that no dispute is raised by the deceased workman while he was alive and the same is also not raised by the legal heirs by filing any statement of claim. As such there is no dispute between the parties. It is submitted that the reference be accordingly answered.

4. Considering the circumstances of the case, it appears that now there is no dispute in existence between the parties and it is a case of no dispute. Accordingly the reference is answered.

5. In the result, no dispute award is passed without any order to costs.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 25 मई, 2012

का.आ. 2105.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 18/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-2012 को प्राप्त हुआ था।

[सं. एल-12011/36/2010 आई आर (बी 1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 25th May, 2012

S.O. 2105.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure, in the

Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 25-5-2012.

[No. L-12011/36/2010-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/18/2011

Presiding Officer : Shri MOHD. SHAKIR HASAN

General Secretary,
Dainik Vetan Bhogi Bank Karmchari
Sangathan, 7-1, Tripti Vihar,
Opp. Engg. College,
Ujjain

... Workman

Versus

Managing Director,
State Bank of India,
Head Office, 5, Y.N. Road,
Indore

... Management

AWARD

Passed on this 14th day of May, 2012

1. The Government of India, Ministry of Labour vide its Notification No. L-12011/36/2010-IR(B-I) dated 30-3-2011 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of State Bank of India in terminating the services of Shri Satish Kushwaha with effect from 11-1-2009 is legal and justified? To what relief the Union/workman is entitled?”

2. The workman Shri Satish Kushwaha appeared in the case on notice and filed an application dated 20-1-2012 whereby he has submitted that he does not want to contest the reference and the same be dismissed.

3. The management is also noticed but not appeared in the case.

4. The application dated 20-1-2012 shows that the workman has raised two disputes through Dainik Vetan Bhogi Karmchari Sangathan which are reference No. CGIT/LC/R/18/2011 and CGIT/LC/R/43/2011. In both the cases the same application is filed by the workman. He has stated therein that he is withdrawing the authority of Shri Ram Nagwanshi, General Secretary of Dainik Vetan Bhogi Bank Karmchari Sangh. He has further stated that the management Bank has already taken him in employment w.e.f. 14-10-2011 and therefore the case be dismissed. This

clearly shows that the dispute of termination has already been resolved between the parties and now there is no dispute in existence. It also shows that the workman does not want to raise any dispute as he is in employment of the Bank. Under the circumstances discussed above, the reference is accordingly answered.

5. In the result, no dispute award is passed without any order to costs.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 25 मई, 2012

का.आ. 2106.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल इश्योरेंस कम्पनी लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 294/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-2012 को प्राप्त हुआ था।

[सं. एल-17012/15/1999 आई आर (बी-1)]

श्रीश राम, अनुभाग अधिकारी

New Delhi, the 25th May, 2012

S.O. 2106.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 294/1999) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the Employers in relation the management of National Insurance Co. Ltd., and their workman, which was received by the Central Government on 18-5-2012.

[No. L-17012/15/1999-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOR COURT, KANPUR

Industrial Dispute No. 294 of 1999

In the matter of dispute between—

The State Vice President,
U.P. General Insurance Empls. Union,
426 W-11, Basant Vihar,

Kanpur

And

National Insurance Company Limited,
The Regional Manager,
NIC Ltd, Regional Office,
Halwasiya Court, Hazaratganj,
Lucknow

AWARD

1. Central Government, MOL, New Delhi, vide notification no. L-17012/15/99-IR (B-II) dated 22-10-99, has referred the following dispute for adjudication to this tribunal—

2. Whether the action of the Regional Manager of National Insurance Company Limited for non payment of salary at the prescribed rate & non absorption of Sh. Ram Pratap is legal and justified? If not, what relief the concerned workman is entitled to?

3. Brief facts of the case are as under—

4. In the public sector undertaking like the opposite party, Government of India had put a ban on fresh recruitment since the year 1984 and as a result of it the recruitment in the opposite party was stopped whereas the work in the opposite party continued to increase. In order to cope up with the increased work, opposite party started appointing temporary hands, who were not shown in the muster rolls and thus were not included in the regular staff strength of the opposite party. The claimant Ram Pratap was also appointed by the opposite party in subordinate cadre at its Transport Nagar Branch on 17-6-87. The claimant was required to work for full hours at the above branch and was also required to perform all the duties of the nature of subordinate staff. The claimant worked at the aforesaid branch of the company from 16-6-87 to 31-5-89, when the services of the applicant abruptly terminated in utter disregard of rules of natural justice and thus he was neither paid any retrenchment compensation nor notice pay. The tribunal has rendered an award dated 3-3-97 in favour of the claimant and in compliance thereto the opposite party reinstated the workman who reported on duty on 19-12-97 at the company's Transport Nagar Branch Kanpur. The opposite party is taking full day's work of a subordinate staff from the applicant since 10-12-97, but instead of making payment of salary at the prescribed scale of pay the claimant is being paid Rs.15 per day excluding Sundays and holidays. The opposite party is an instrumentality of state as covered under Article of 14 of constitution of India; it has again indulged in unfair labour practice by taking full day's work from the claimant and not paying salary at the prescribed scale of pay. Besides the opposite party has not taken steps to regularize the services of the claimant as the company did in many such cases of temporary employees. Therefore, the opposite party has discriminated the claimant in the matter of regularization of his services. Therefore, the action of the opposite party in not making

payment at the prescribed rate and not regularizing the services of the claimant is illegal and unjust. The claimant has given a few names in sub Para (ii) of Para 17 of the statement of claim alleging that other temporary employees of the company had been regularized after their absorption. On the basis of above it has been prayed that the action of the opposite party be held to be illegal and unjustified entitling the claimant to be paid on prescribed scale and he should also be absorbed like other workmen by the opposite party.

5. Opposite party has contested the claim of the claimant and they have filed a very lengthy reply running into 72 pages. In most of the Para there is repetition of the facts and also in most of the paragraph ruling of the various High Courts and even Hon'ble Apex Court has been cited by the representative of the company which cannot be appreciated under any circumstances and is also against the rule of pleadings.

6. Opposite party has contested the claim of the claimant inter alia on a number of grounds, opposing the claim of the claimant. It has been admitted by the opposite party that the claimant has been reinstated in the service of the company in the same capacity with same wages which were being drawn by him at the time of retrenchment by an order / award of tribunal in Industrial Dispute No. 7 of 93. It is alleged that the management is utilizing the services of the workman on daily wages, hence question of payment of salary in prescribed pay scale and his absorption in the permanent service does not arise. Concerned workman was never employed by the management in any capacity and that the workman is not entitled for payment of salary applicable to an employee of the company as he never worked against any regular vacancy or against any permanent post. It is also alleged that the service condition of the company as are applicable to regular and permanent employee are not applicable in the case of the workman who was merely a casual labour. The workman had never been governed by the rules/regulation of the company nor was he ever issued any appointment letter for the post in subordinate cadre. Workman has failed to file relevant particulars in support of his claim. The management has no right to appoint the workman on regular and permanent post. There are set rules and regulation for making permanent and regular employee of the company and since the workman was never subjected to such rules he is not entitled to become regular and permanent employee of the opposite party. Workman concerned was never sponsored through employment exchange and was, never interviewed for empanelling his name as per laid down procedure, under these circumstances question of absorption of the claimant in the subordinate category on permanent basis does not arise at all. It is alleged that selection process the management is prerogative of the opposite party and the workman cannot be allowed to challenge the authority of

the management seeking his absorption. The claim of the workman is highly belated and stale. Workman has no right or lien on any regular and permanent post and the claim of the workman is baseless and beyond the jurisdiction of the tribunal. Therefore, it has been prayed the claim of the workman be dismissed.

7. Claimant has also filed rejoinder but nothing new has been pleaded there in except reiterating the facts already pleaded by him in his claim petition.

8. Claimant has filed certain documents vide list dated 28-1-02. These documents are award of CGIT in the aforesaid case no. 7/93 and copy of letters etc, which will be discussed if found relevant at the time of analysis. Claimant has also filed 5 documents vide list dated 22-10-03.

9. Both the parties has adduced oral evidence. Claimant has adduced himself as W.W.1 Sri Ram Pratap. He has also adduced one witness W.W.2 Sri Gulab Chandra Gupta.

10. Opposite party has adduced one Sri Amit Srivastava, Divisional Manager as M.W.1.

11. I have heard the arguments at length and perused the record carefully.

12. The only short question to be decided in this case is—

Whether a workman who has been reinstated under the order of the tribunal in the same capacity from where he was removed can be absorbed / regularized and whether he can be given the prescribed pay scale as are given to the regular employees.

13. It is a fact that the workman was engaged in employment by the opposite party on daily wage basis. It is also not in dispute that the services of the workman were disengaged and by virtue of the award passed by the tribunal in favour of the workman the workman was reengaged on the job on daily wage basis when he was dismissed. Since the workman is being paid wages on daily rate basis as prescribed by the Company.

14. I have examined the oral evidence adduced by both the parties. It is admitted by the workman W.W. 1 that he has not given any application for regularization of his services before any authority of the opposite party management.

15. The only contention of the workman that he has been continuously engaged by the opposite for a long period and he is working for the whole day so he should be regularized and absorbed and he should also be given the prescribed scale of the regular employees. For this the workman has relied upon a decision of the Hon'ble Apex Court which is 2001 Lab IC 649 Supreme Court Gujarat Agriculture University versus Rathore Labu Bechar and others. In this case the Hon'ble Apex Court has found that if work is taken by the employer continuously from daily wage workers for a long number of years without

considering the regularization for its financial gain as against employees' legitimate claim, has been held by this court repeatedly as unfair labour practice.

16. In the given facts and circumstances of the case situation is otherwise. Now the workman has been reinstated under the order of the court/tribunal. But when he was reinstated his status was of a casual labour. Now putting number of years under the directions of tribunal, I think it will not confer any status of a regular employee of the company. There is no such provision in the Industrial Disputes Act where a tribunal can accord a status to a person who has been retrenched. A right which has accrued to him under the provisions of the Act has already been fulfilled by the award of the tribunal which has been complied by the opposite party. It is true that in these hard days it is very unfortunate for the workman that he is still getting wages at the rate at which he was retrenched i.e. Rs.15 per day which is very very low. I think it is for the government to frame some rules and regulations for such type of employees who was retrenched and reinstated by the order of the court/tribunal so that they can give a dignified life in a democratic country like India. It was also observed by my learned predecessor in I.D.No.298 of 99 in the matter General Insurance Employees Association versus National Insurance Company, wherein the learned presiding officer observed that the workman who is being paid very low is therefore, entitled to receive at the rates prescribed by the authorities from time to time. Therefore, the opposite party/government should consider the grievance of such employees like the workman by framing certain regulations so that they may lead dignified life.

17. It is a fact that his name was not called from employment exchange and he was not engaged against any regular or sanctioned post, he was not interviewed and no prescribed procedure was followed while engaging him, therefore, if he is asked to be regularized then definitely then there will be breach of certain regulations and according to doctrine of expectation it will distinguish certain rights of other candidates who are in the queue.

18. Workman has also placed balance upon another decision 2000 Lab IC 145 Andhra Pradesh High Court between C. Pushpalatha versus the Executive Officer Trimulla Tripurati Devasthanam and another. The facts of this case are not similar to the present case therefore, claimant is not entitled.

19. Opposite party has contended that previous to this there had been certain decision of this tribunal where the same question of law was involved. He has placed a decision of this tribunal in I.D. No. 298 of 99 referred above wherein a question was involved is the same as is involved in the present case. The tribunal did not permit the regularization and answered the award against the workman.

20. It was next contended by the representative for the claimant that the similarly situated persons names of whom have been disclosed in paragraph 17 of the claim

statement viz. Rajesh Kumar Pandey, Sri Hari Kishan and others etc., have been made regular and permanent and they are being paid regular salary at par to those of regular employees of the company. As against it the contention of the opposite party is that the employees employed on temporary basis and casual workers cannot be equated with each other. It is also argued that the claimant has not given any evidence on the point that he was ever appointed by the opposite party on temporary basis or that he was ever paid his wages according to regular scale of pay applicable to regular employees of the company working as sub staff. I have given my anxious consideration to this aspect of the matter and find that there is force in the arguments of the opposite party. It is settled legal position that equality can be claimed only amongst equal. Term temporary employee and daily rated worker is distinguishable on facts and law both. It has not been proved by the claimant that he at any point of time was ever paid his salary at par to those of temporary or regular employee of the company, therefore, the contention of the claimant that he should be given salary at par to those of regular employees of the opposite party is absolutely devoid of merit and cannot be sustained in the eye of law. Therefore, the contention of the claimant is rejected on this point. It is not in dispute that the claimant was reinstated as a casual labour by the opposite party in compliance of the award and his position was restored at the same place from where he was removed earlier. Therefore, it is concluded that the claimant being a daily rated employee of the company is not entitled to receive pay of regular sub staff of the company as he failed to prove the point by adducing cogent evidence. Therefore this issue answered against the claimant and in favour of the opposite party.

21. Opposite party has also placed reliance upon a number of decisions. I would refer to a few of them which are more relevant.

22. 2007(112)FLR, 345 SC State of M.P and other versus Lalit Kumar Verma, wherein it was held, where the workman was appointed on daily wages not in terms of statutory rules, not on clear vacancy - working on daily wages alone held would not be entitled to status of permanent employee - could not be directed to be regularized.

23. Opposite party has also placed reliance on the ruling reported in 2007 (12) FLR 474 SC in between Indian Drugs and Pharmaceutical Limited versus workmen Indian Drug and Pharmaceutical - wherein the Hon'ble Apex Court held - respondents ten workmen appointed as casual workers - held that in the given circumstances are not entitled to get their regularization.

24. Therefore, considering all the facts and given circumstances, I am of the view, though the claimant has put in a long service under the order of the tribunal, but his services cannot be equated with other those employees who have been selected through a regular selection process therefore, he neither entitled for regular scale of pay nor for his absorption against any post of sub staff.

25. However, it is expected, and as observed earlier, that either the company or the Government should frame some regulations for such persons who are reinstated under the order/Award of Industrial Tribunal or the court so as to enable them to receive their wages beyond the scope of Section 17-B of the Industrial Disputes Act, 1947, so that they may lead a dignified life in a democratic country as is intent and purpose of Article 21 of Constitution of India because the remuneration of Rs.15 per day as is being given to the claimant is not at all sufficient for him to discharge his family obligations despite the fact that he is performing his duties for whole day.

26. Reference is decided in the above terms against the claimant and in favour of opposite party.

Dated 27-10-10

RAM PARKASHI, Presiding Officer

नई दिल्ली, 25 मई, 2012

का.आ. 2107.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 39/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2012 को प्राप्त हुआ था।

[सं. एल-12012/116/1998 आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 25th May, 2012

S.O. 2107.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 39/2011) of the Central Government Industrial Tribunal/Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 11-5-2012.

[No. L-12012/116/1998-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL No. 1,
KARKARDOOMA COURTS COMPLEX,
DELHI**

I.D. No. 39/2011

Shri Prem Chander Singh
R/o Block-E, 24/5, Gali No.6,
Shastri Park, Seelampur,
Delhi.

... Workman

Mortus

The Senior Manager,
Punjab National Bank,
North Zone, 9th Floor,
Antriksh Bhawan,
K.G. Marg, New Delhi

... Management

AWARD

A peon posted at Fountain Chandni Chowk Branch of Punjab National Bank (hereinafter referred to as the bank) was transferred to the Paharganj branch on 4-2-1994, after revocation of his suspension order. He joined that branch on 4-2-1994 and attended to his duties on the next day also. From 7-2-1994 he absented himself from his duties. Application for leave was sent by that peon. His request for leave was declined and vide communication dated 10-3-1994, he was called upon to join his duties. He opted not to join his duties. Notice dated 13-9-1994 was sent to him, detailing therein that he should join his duties within 30 days of the said notice, failing which it would be deemed that he had abandoned his job. Despite service of the said notice, he opted not to join his duties. Letter dated 17th October, 1994 was sent, informing him that he is deemed to have voluntarily retired from service of the bank. On service of that letter he approached Paharganj branch of the bank on 21-10-1994 where he was informed that his name has been struck off from rolls of the bank. He made an appeal which came to be dismissed. He raised industrial dispute before the Conciliation Officer. On failure of the conciliation proceedings the dispute was referred to this Tribunal for adjudication, vide order No.L-12012/116/98-IR(B-II), New Delhi, dated 4-3-1994, with the following terms:-

"Whether action of the management of the Punjab National Bank in terminating services of Shri Prem Chander Singh vide their letter dated 17-10-1994 is legal and justified? If not, what relief the said workman is entitled to?"

2. Peon, namely, Shri Prem Chander Singh filed his claim statement alleging therein that he joined services with the erstwhile Hindustan Commercial Bank Ltd. in September 1985. Hindustan Commercial Bank Ltd. merged with the bank on 19-12-1986 and his services were transferred to the bank. A charge sheet dated 29-10-1993 was served upon him and he was placed under suspension. His suspension was revoked vide order dated 19-1-1994 and he was posted at Paharganj branch of the bank with effect from 4-2-1994. Since he developed fever and serious back bone trouble, hence could not attend to his duties from 7-2-1994. He sent application for leave on 7-2-1994 requesting for grant of leave from 7-2-1994 to 25-2-1994. He went for check up to Sanjay Gandhi Memorial Hospital, Delhi, where he was advised to have a long rest for treatment. On 8-2-1994 he sent another application seeking

grant of leave up to 2-5-1994. On 10-3-1994 the bank sent a telegram calling upon him to join his duties immediately or to produce a medical/fitness certificate from Dr. K.D. Bhalla. Vide letter dated 15-3-1994, he informed the bank that he was under treatment of Sanjay Gandhi Memorial Hospital, Delhi and would join his duties on recovery from ailment. He asserted that he cannot produce a medical certificate from Dr. Bhalla since he was not under his treatment. On 3-5-1994 he sought extension of leave up to 7-6-1994. Further extension of leave up to 8-9-1994 was sought by him, vide his communication dated 8-6-1994. Notice dated 2-9-1994 was sent by the bank calling upon him to report for his duties within a week otherwise a disciplinary action to be initiated under 5th bipartite settlement. Since his father was seriously ill, he left for his native village and informed the bank in that regard vide letter dated 9-9-1994. He requested for grant of leave up to 16-9-1994. Telegram dated 24-9-1994 was sent informing the bank that he cannot resume his duty on 5-9-1994. He had sent another telegram informing the bank that he would be delayed by 9 days in resuming his duties. Neither he could resume his duties nor inform the bank till notice dated 13-9-1994 was received by him on 18-10-1994 at his native village. The said notice was addressed at the residence of his father in law, hence reached his hands belatedly. Another letter dated 17-10-1994 was received where in it was mentioned that he is deemed to have voluntarily retired from service of the bank and his name has been struck off the rolls.

3. He projects that letter dated 19-3-1994 ought to have been addressed to his native village Muraini, District Sultanpur, U.P. He had provided two addresses to the bank, one was local and the other of his native village. Had communication dated 13-9-1994 been addressed to his native place, it would have reached his hands in time to enable him to join his duties within the stipulated period. Sending notice at his local address here in Delhi was meaningless. By sending notice at the residence of his father in law, the bank had not given him proper opportunity to respond to the said notice. According to him, bank was not justified to treat him as voluntary retired, in pursuance of clause 17 of 5th bipartite settlement. He claims that action of the bank may be declared as illegal and he may be reinstated in the service of the bank with continuity.

4. Claim was dispelled by the bank pleading that the claimant absented himself from his duties since 7-2-1994. He wrote letter dated 7-2-1994 seeking leave up to 25-2-1994. Leave were refused and vide telegram dated 10-3-1994 he was advised to report for duty immediately or provide medical/fitness certificate from Dr. K. D. Bhalla. Dr. K. D. Bhalla was the Chief Medical Officer of the bank and it was within the rights of the bank to ask the claimant to submit certificate from Dr. Bhalla only. Since the claimant had already sent letter dated 7-9-1994 sending leave up to

25-2-1994, there was no occasion for him to sent letter dated 8-2-1994. He has created letter dated 8-2-1994 with a view to gain sympathy. No communications dated 15-3-1994, 3-5-1994 and 8-6-1994 were received by the bank. When notice dated 2-9-1994 was sent advising the claimant to join his duties within a week, he sent letter dated 9-9-1994 requesting for grant of leave from 9-9-1994 to 16-9-1994. Since he was absent with effect from 7-2-1994 there was no question for grant of leave to him. The bank issued notice dated 13-9-1994 advising him to join duty within 30 days, failing which he would be treated to have voluntarily retired from service of the bank, in terms of paragraph 17 of 5th Bipartite Settlement. Telegram dated 24-9-1994 was received by the bank. There was no occasion to act on it since notice dated 13-9-1994 was already sent to the claimant. Another telegram dated 5-10-1994 was also received by the bank, wherein claimant mentioned that his joining would be further delayed by 9 days. The bank projects that when claimant failed to join his duty, letter dated 17-10-1994 was sent to him informing that his name has been struck off the rolls of the bank.

5. Notice dated 13-9-1994 was sent to the claimant at his local address as that of E-24/5, Gali No.6, Shastri Park, Seelampur, Delhi as well as address of his native village as "Prem Chander care of Shri Bajrang Singh, Village Khutoli Phoolpur, District Azamgarh, U.P." In letter dated 27-4-1994, the aforesaid address was mentioned by the claimant for further communication from the side of the bank. Hence notice dated 13-9-1993 was sent by registered A.D. post at the aforesaid two addresses. Notice sent at the local address was received back undelivered with the remarks "Refused", which remark was recorded by the postal clerk on 3-10-1994. Notice sent at village address was received by one Shri Santosh Singh. Letter dated 17-10-1994 was also sent under registered A.D. cover at his local as well as village address. Notice sent at the local address was received by one Gyatri and one sent at his village address was received by one Shri Bajrang Singh on 22-10-1994. Therefore, it is evident that notices were served on the claimant, who opted not to join his duties within the stipulated period.

6. Bank projects that story of ailment of the claimant stands belied from his letter dated 6-8-1994 through which he sought permission from the bank to appear in an examination. His request for permission to appear in an examination makes it clear that the claimant was fit to join his duty. Subsequent to the communication that the claimant was deemed to have retired from services of the bank, his representations dated 17-9-1995 and 26-11-1996 were received. In telegram dated 24-9-1994 he mentioned that he would report for duties up to 5-10-1994 and in subsequent telegram, he claimed that his reporting to duties would be delayed by nine days. Thus he was well aware about the notice dated 13-9-1994 sent by the bank. He failed to join his duty by 13-10-1994 and after waiting

up to 17-10-1994 orders that he was deemed to have voluntarily retired from service were passed by the competent authority, in accordance with the provisions of 5th Bipartite Settlement. The claimant has no case and provisions of Section 25-F of the Industrial Disputes Act, 1947 does not come into play. His claim may be discarded, pleads the bank.

7. In rejoinder facts were reiterated by the claimant.

8. The claimant entered the witness box to testify facts. Shri Akshya Saxena was examined by the bank to dispel facts deposed by the claimant. No other witness was examined by either of the parties.

9. Vide order No.Z-22019/6/2007-IR(C-II), New Delhi, dated 11-2-2008, the case was transferred by the appropriate Government to Central Government Industrial Tribunal-II, New Delhi, for adjudication.

10. Vide order No.Z-2209/6/2007-IR(C-II), New Delhi dated 30-3-2011, the case was retransferred by the appropriate Government to this Tribunal for adjudication.

11. Arguments were heard at the bar. Shri J. Buthar, authorized representative, advanced arguments on behalf of the claimant. Shri Rajat Arora, authorized representative, presented facts on behalf of the bank. Written submissions were also filed by Shri Buthar. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on the issues involved in the controversy are as follows:-

12. In his affidavit Ex. WW1/1 the claimant projects that on revocation of his suspension order he was posted at Paharganj Branch of the bank with effect from 4-2-1994. He asserts that he developed fever and serious back bone trouble, hence could not attend to his duties from 7-2-1994. Application dated 7-2-1994 seeking leave up to 25-2-1994 was moved. He went to Sanjay Gandhi Memorial Hospital where he was advised for long rest on account of his back bone ailment, hence application dated 8-2-1994 was sent for grant of leave till 2-5-1994. Letter dated 10-3-1994 was received calling upon him to join his duties. He sent letter dated 15-3-1994 informing that he was getting treatment from Sanjay Gandhi Memorial Hospital, hence unable to obtain medical certificate from Dr. K.D. Bhalla. Since he could not recover from his back bone problem, he sought leave up to 7-6-1994, vide his letter dated 8-6-1994. Notice dated 2-9-1994 was received, on the strength of which he was called upon to report for his duty within a week, otherwise disciplinary action was to be initiated against him. By that time he received information relating to illness of his father and immediately left for his native village.

13. As emerging out of facts detailed by the claimant and Shri Akshay Saxena, the claimant absented himself from duties, without getting leaves sanctioned in his favour. Bank wrote letters to the claimant calling upon him to join his duties. Notices were sent to the claimant

mentioning therein that he should join his duties within 30 days, failing which it would be deemed to have voluntarily vacated his employment. The bank projects that claimant had abandoned his employment, when he opted not to join duties despite service of notices dated 10-3-94, 2-9-94 and 13-9-94. Therefore, it would be expedient to know what words "abandon" and "abandonment" mean. Ordinarily, word "abandon" does not mean "merely leaving but "leaving completely and finally". Word "abandonment" would indicate that it has a connotation of finality, which would mean relinquishment or extinguishment of a right giving up of something absolutely, giving up with an intent of never claiming a right or interest, to renounce or forsake utterly. In order to constitute an "abandonment" there must be a total or complete giving up of duties, so to indicate an intention not to resume the same. Abandonment must be total and under circumstances which clearly indicate an absolute relinquishment. A failure to perform duties pertaining to an office must be with an actual or imputed intention on the part of the officer to abandon and relinquish the office.

14. Abandonment is a voluntary positive act. A man must expressly say that he gives up his right. If he remains quite, it cannot be said that he is forsaking his title to property or his interest therein. An office is abandoned by ceasing to perform its duties. A temporary absence is not, ordinarily sufficient to constitute an abandonment of an office. A mere absence of a workman from duty cannot be treated as an abandonment of service. Abandonment or relinquishment of service is always a question of intention and normally, such an intention cannot be attributed to an employee without adequate evidence is that behalf. However, the "intention" may be inferred from the acts and conduct of the party. The question as to whether the job, in fact has been abandoned or not, is a question of fact which is to be determined in the light of the surrounding circumstances of each case.

15. In banking industry, provisions laying down conditions where inference of abandonment of service can be drawn was for the first time introduced by clause 2 of Bipartite Settlement dated 8-9-83. The said clause was replaced by clause 14 of 4th Bipartite Settlement dated 7-9-84, which was substituted by clause 17 of Vth Bipartite Settlement dated 10-4-89. Prior to Bipartite Settlement dated 8-9-83, cases of abandonment of service by employees were governed by doctrine of common law. Now such cases are governed in accordance with the agreed circumstances/conditions in the Bipartite Settlements entered into between the bank and the union of the employees. Clause 17 of 5th Bipartite Settlement, which governs the present controversy, is extracted thus:-

"17. Voluntary Cession of Employment by the Employees.

The earlier provisions relating to the voluntary cession of employment by the employee in the earlier settlements shall stand substituted by the following :

(a) When an employee absents himself from work for a period of 90 or more consecutive days, without submitting any application for leave or for its extension or without any leave to his credit or beyond the period of leave sanctioned originally/ subsequently or when there is a satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of the notice, stating inter alia the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of the notice or gives an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.

(b) Where an employee goes abroad and absents himself for a period of 150 or more consecutive days without submitting any application for leave or for its extension or without any leave to his credit or beyond period of leave sanctioned originally/ subsequently or when there is a satisfactory evidence that he has taken up employment outside India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of notice, stating inter alia the grounds for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of the notice or gives an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the

expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.

(c) If an employee again absents himself within a period of 30 days without submitting any application after reporting for duty in response to the notice given after 90 days or 150 days absence, as the case may be, the second notice shall be given after 30 days of such absence giving him 30 days time to report. If he reports in response to the second notice, but absents himself a third time from duty within a period of 30 days without application, his name shall be struck off from the establishment after 30 days of such absence under intimation to him by registered post deeming that he has voluntarily vacated his appointment".

16. Provisions of clause 17 of 5th Bipartite Settlement project powers of administrative adjudication available to the bank. Administrative decision making is a byproduct of an intensive form of government and consequently socialisation of law. Vast expansion of state activity has taken place and government has to embark on ambitious, massive plans of public health, education, planning, social security, transport, agriculture, industrialisation and national assistance. It is impossible to carry out such programmes and determine legal questions involved therein. Therefore, if social control over this area of action is desirable, administrative decision making process has to develop, viz. instrumentalities of the State developing itself under justice system, which supplements the existing one. Power of administrative adjudication has been reorganized by the Apex Court in catena of decisions. Precedents in *Barreli Electricity Supply Company* (1971 (2)-SCC 617), *Rattan Singh* (1977 (2) SCC 491), *Tara Chand* (1977 (1) SCC 472), *Nand Kishore Prasad* (1978 (3) SCC, 366) and *S.N. Mukherjee*, (1990 (4) S.C. 594) are a few which can be quoted in that regard.

17. Whether the Bank, which is an instrumentality of the State, is required to initiate enquiry against the claimant, before exercising the powers of Administrative adjudication, available to it under clause 17 of the 5th Bipartite Settlement? In *Suresh Chand* (2007 I.L.R. 344) contention of the workman that no domestic enquiry was conducted and termination of his services was illegal, was brushed aside and it was ruled that when a workman absents from duty without any intimation or prior permission, termination of his services without holding an enquiry will be justified. In *Vijay Pal* (2007 L.L.R. 7) and *G.T. Lal* (1979 Lab. I.C. 2910) same proposition of law was laid. However in *G.T. Lal* (1979 Lab. I.C. 2910) it was ruled by the Apex Court that absence of an employee because of strike for enforcement of their demands does not amount to abandonment of their services. In *Syndicate Bank* (AIR 2000 S.C. 2198) the Apex Court was confronted with such

a proposition, as exists in the present controversy. Workman was absent from his work place for a period of 90 or more consecutive days. A notice was served upon him to report for duty within 30 days of notice alongwith the grounds on which bank came to the conclusion that the workman had no intention to join his duties. The workman did not respond to that notice at all. Bank passed orders to the effect that the workman had voluntarily retired from the service of the bank. Apex Court laid that as far as principles of natural justice are concerned the court was to consider (1) whether show cause notice detailing the contents of the complaint or accusation was served (2) whether an opportunity was there for the workman to state his case, and (3) whether the management acted in good faith and has been fair, reasonable and just. It was ruled therein that on the facts and circumstances of the case the principles of natural justice were inbuilt in the clause relating to voluntary cessation of employment and when workman had not opted to join his duties on service of notice, principles of natural justice were complied with.

18. Now it would be considered whether the bank has been able to establish that there was a case for exercise of administrative adjudicatory powers. For an answer to this proposition, facts are to be scanned. Out of the facts detailed by the claimant, it had emerged that he was placed under suspension for misconduct. His suspension was revoked and he was transferred to Paharganj branch of the bank, where he joined his duties on 4-2-1994. He did not report for his duty on 7-2-1994 and moved application for leave, which is Ex.WW1/W4. In that application he projects that he was indisposed on account of fever. He sought leave for 19 days. In his application, he nowhere mentions that he is suffering from back bone pain or got himself medically examined from a doctor. No circumstances are explained as to why such long leave was requested in application Ex.WW1/W4. The claimant projects that on 8-2-1994 his treatment was going on from Sanjay Gandhi Memorial Hospital, hence requested for grant of leave from 8-2-1994 to 25-2-1994. This application was moved a day after of moving application Ex.WW1/W4. In earlier application he sought leave up to 25-2-1994. There was no occasion for seeking extension of leave in application Ex.WW1/W5. Therefore, it seems that application Ex.WW1/W5 was created subsequently with a view to put forward a claim that he was having pain in his back bone.

19. As per contents of applications Ex.WW1/W4 and Ex.WW1/W5, the claimant recites that he used to reside at H. No.E-24/4, Street No.6, Shastri Park, Seelampur, Delhi. Swami Daya Nand Hospital and G.T.B. Hospital are two big hospitals in the near vicinity where he was residing in 1992. Sanjay Gandhi Memorial Hospital is located at Mangolpuri, Delhi, which is at a far distance away from the house where the claimant was residing. As per his own assertions, he was suffering from back bone pain. In such a situation a patient would like to approach hospital/

doctor which is more near to his residence. These facts also fall heavily on veracity of circumstances projected by the claimant.

20. The claimant concedes that telegram dated 10-3-1994 was received by him. He had proved it as Ex.WW1/W6. In the telegram the bank commanded him to report for his duty immediately or to submit medical/fitness certificate from Dr. K.D. Bhalla. This document makes it clear that the claimant was well aware that his leave application(s) were not considered favorably by the bank. Facts relating to his ailment were questioned and bank wanted confirmation of those facts by way of production of medical/fitness certificate from Dr. K.D. Bhalla, its Chief Medical Officer. The claimant was made known that his application for leave was not granted. He responds to the bank that since he was getting treatment from Sanjay Gandhi Memorial Hospital, he cannot furnish medical/fitness certificate from Dr. K.D. Bhalla. Claimant could not dispel the theory that applications for leave were moved on wrong facts. The applications submitted by the claimant for leave, no where speak that he was advised by the doctor, treating him, to take rest up to a particular period. The claimant himself took a decision as to what period would be needed by him as rest for regaining health. Notice Ex.WW1/W10 was admittedly sent to the claimant. In the said notice it was made clear to the claimant that he was absents from duties since 7-2-1994 and was required to join his duties within a week failing which action was to be initiated against him in accordance with the provisions of 5th Bipartite Settlement. This notice was received by the claimant but he opted not to comply commands given therein. He was well aware that his applications for leave were not granted by the bank.

21. Knowing well that his applications were not granted by the bank, the claimant opted not to join his duties despite service of telegraphic notice Ex.WW1/W6 and notice dated 2-9-1994, which is Ex.WW1/W10. Hence it is evident that he was unauthorizedly absent and opted not to join his duties despite reminder by the bank. Leave is not a matter of right. He cannot claim grant of leave from his employer, for reasons which are not correct to his own knowledge. Therefore it is obvious that the claimant was well aware that the bank was justified in calling upon him to join his duties. In spite of service of notice Ex.WW1/W10 the claimant went to his native village, on the pretext of his father being seriously ill and admitted in a hospital at Varanasi, U.P. In his communication Ex.WW1/W11 he seeks leave for 8 days. Since he was absents himself from his duties, there was no occasion for the bank to grant the application. Therefore it is emerging that the claimant was on unauthorized absence when he opted to proceed for his native village despite service of notice Ex.WW1/W10.

22. In his testimony he concedes that while proceeding to Varanasi he had given address of his in laws house to the bank for further communication. He

could not question testimony of Shri Akshay Saxena who had testified that notice dated 13-9-1994 was sent to the claimant. In his testimony Shri Saxena projects that notices dated 13-9-1994 and 17-10-1994 were served on the claimant. According to him, these notices were sent by registered post. In his testimony the claimant admits that he had sent a telegram to the bank that he cannot join his duties on 5-10-1994 and in subsequent telegram he has claimed that he would be delayed by further 9 days. Ex.WW1/W12 was sent by the claimant to the bank on 24-9-1994. Contents detailed in this document gives an inference that after service of notice dated 13-9-1994 the claimant specified the date by which he would be able to join his duties. He mentioned that he cannot join duty by 5-10-1994. These facts go to substantiate testimony of Shri Saxena to the effect that notice dated 13-9-1994 was served on the claimant. The claimant has proved notice dated 13-9-1994 as Ex.WW1/W14. Contents of this notice make it clear that the claimant was reminded of the fact that he was absents from duties in an unauthorized manner since 7-2-1994. Ex.WW1/W14 details that the bank made a claim that the claimant did not respond to the telegrams and the letters written to him. The bank believed that he was not willing to join his duties and had engaged himself in some other business/vocation and not willing to serve the bank. On the strength of Ex.WW1/W14 he was called upon to join his duties within 30 days or to give a satisfactory reason for his absence with further explanation that he was willing to join his duties with the bank. The claimant was reminded that on account of his failure to do so it would be presumed that the claimant had voluntarily abandoned his service, in accordance with paragraph 17 of 5th Bipartite Settlement.

23. As contents of Ex.WW1/W14 show that the claimant was called upon to join his duties within a period of 30 days, since he was absents from a period of more than 90 consecutive days. He was also reminded that on his failure to join duties within 30 days or failure to furnish explanation for his absence satisfying the bank that he had intention of joining the duties, he shall be deemed to have voluntarily retired from service of the bank. The claimant was under an obligation to join his duties by 13-10-1994. He opted not to join his duties nor offered a reasonable explanation that he intends to join his duties within the notice period. Contents of Ex.WW1/W12 and Ex.WW1/W13 project that the claimant wants to satisfy the bank that on account of ailment of his father, he could not join his duties within the notice period. Surprisingly medical/fitness certificate of his father was also not transmitted by the claimant to the bank, with a view to satisfy that his absence was owing to ailment of his father and he would join his duties soon within the stipulated period. Therefore an ordinary prudent man would not be able to conclude that the claimant gave a reasonable explanation of his absence and satisfied the bank that he had intention of joining his duties within the notice period. I am constrained to conclude that the case of the claimant

squarely fall within the mischief of paragraph 17 of 5th Bipartite Settlement.

24. The bank was justified in drawing a conclusion that the claimant had voluntarily retired from service in view of paragraph 17 of 5th Bipartite Settlement. Though the bank gave an opportunity to the claimant to join duties within the period of notice, but the claimant opted not to do so. In these circumstances it cannot be said that the bank had acted illegally while passing order dated 17-10-1994. The order impugned satisfied all four corners of paragraph 17 of 5th Bipartite Settlement.

25. As regards justifiability of the said action the claimant could not project any extenuating facts in his favour. Initially he talked of his own ailment and subsequently shifted horizons of facts on ailment of his father. Neither records of his own ailment nor of his father were placed before the bank or before the Tribunal. Bald assertions were made by the claimant in that regard. These bald assertions would not lead this Tribunal to carve out a case in favour of the claimant, to grant him justice. Under these circumstances I do not find any unjustifiability in the order of the bank. In case any precedent is needed, reference can be made to Sakattar Singh (2001 Lab. I.C. 301).

26. In view of the facts and circumstances detailed above, it is concluded that the claimant is not entitled to any relief. His claim statement deserves to be discarded. Discarding the facts pleaded by the claimant, an award is passed in favour of the bank. It may be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated : 3-4-2012

नई दिल्ली, 25 मई, 2012

का.आ. 2108.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. इस्टर्न स्टीमशिप्स प्रा. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-1/41 ऑफ 2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2012 को प्राप्त हुआ था।

[सं. एल-31011/11/2006-आई आर (बी-II)]

श्रीश राम, अनुभाग अधिकारी

New Delhi, the 25th May, 2012

S.O. 2108.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-1/41 of 2007) of the Central Government Industrial Tribunal/Labour Court-1, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to

the management of M/s Eastern Steamships Pvt. Ltd. and their workman, which was received by the Central Government on 15-5-2012.

[No. L-31011/11/2006-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1 MUMBAI

JUSTICE G.S. SARRAF, Presiding Officer

REFERENCE No. CGIT-1/41 OF 2007

Parties :

Employers in relation to the management of Eastern Steamships Pvt. Ltd

And

Their Workman (Smt.Suman Mahavir Prasad)

Appearances :

For the Management : Shri Lancy D'Souza,
Management Representative.

For the workman : Shri N.C.Puthran, Adv.

State : Maharashtra

Mumbai, dated the 4th day of April 2012.

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act 1947. The terms of reference given in the schedule are as follows:

Whether the action of the management of M/s.Eastern Steamship Company Pvt. Ltd. By terminating the services of Shri Madhav Prasad Agril w.e.f.3-3-1995 is justified? If not, what relief the workman Shri Madhav Prasad Agril is entitled to?

2. The parties to the reference have filed an application today stating therein that the first party company agrees to pay an amount of Rs.1,50,000 in full and final settlement of all claims arising out of this reference and employment of the late M.P. Agril and the second party accepts the aforesaid payment in full and final settlement of all her claims and she has no further claim of whatsoever nature.

The reference stands disposed of as per the above compromise.

Award is passed accordingly.

JUSTICE G. S. SARRAF, Presiding Officer

दि 25 मई, 2012

क्र. आ. 2109—केंद्रीय विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वये में केंद्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधकों के विरुद्ध निराकरणों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या सीजीआईटीए/1118/04 नया, आईटीसी/22/99 पुराना) को प्रकाशित करती है, जो केंद्रीय सरकार को 15-5-2012 को प्राप्त हुआ था।

[सं. एन-17012/2/1999-आई आर (बी-II)]

श्रीश राम, अनुभाग अधिकारी

New Delhi, the 25th May, 2012

S.O. 2109.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGITA/1118/04 New, ITC/22/99) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India, and their workman, which was received by the Central Government on 15-5-2012.

[No. L-17012/2/1999-IR (B-II)]

SHRISH RAM, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
AHMEDABAD

Present :

Binay Kumar Saha,
Presiding Officer,
CGIT-cum-Labour Court,
Ahmedabad, Dated 15-4-2012

Reference: CGIT No. 1118 of 2004 (New)

Reference: ITC of 22 of 1999

The Sr. Divisional Manager,
LIC of India, Divisional Office,
Rajkot Division, Jeevan Prakash,
Tagore Marg, Rajkot (Gujarat) 360001. First Party

And their workman

Shri A.B. Chauhan,
Quarter No. C-15, Jeevan Prakash Staff Quarter,
Rajkot (Gujarat) 360001. Second Party

For the first party : Shri K. V. Gadhia, Advocate
Shri M. K. Patel, Advocate

For the second party : T.K. Mishra, Advocate

AWARD

As per order dated 16-7-1999 Appropriate Government/Ministry of Labour, Shram Shakti Bhavan, Rafi Marg, New Delhi, -110001 in its notification No. L-17012/2/

99 IR (B- II) considering Industrial Dispute existing in between management of LIC of India and their workman referred the dispute to Industrial Tribunal, Rajkot, Gujarat for adjudication formulating the terms of reference under the schedule as follows:—

SCHEDULE

“Whether the action of the Sr. Divisional Manager, Life Insurance Corporation of India, Divisional Office, Rajkot in dismissing the services of Shri A.B. Chauhan, Sub-Staff w.e.f. 20-5-1997 is just, valid and legal? If not, what benefits the workman is entitled for and what directions are necessary in the matter?”

(2) The parties appeared and filed their pleadings viz. the second party filed the statement of claim at Ext. 5 and the first party management of LIC its written statement at Ext. 10.

(3) The case of the workman as per statement of claim is that he was serving in the office of LIC as Sub Staff O.C. Department and his S.R. number was 414813. On 26-3-1995 for the alleged misconduct of physical assault on Shri D.R. Maniyar, Manager, O.S. Rajkot D.O and also abusing him in threatening language he was chargesheeted. Thereafter departmental enquiry was held against the workman and he was removed from service by the order of the Disciplinary Authority dated 20-5-1997. He preferred an appeal against the said punishment order before the Zonal Manager on 10-6-1997 and his appeal was rejected. Thereafter he raised Industrial Dispute resulting in this reference. Further case is that the punishment order dated 20-5-1997 is illegal, unconstitutional, in violation of principle of natural justice and also in violation of the Discipline and Conduct rules and Regulations of the LIC of India, and the charge leveled against the workman is baseless and false. Shri D. R. Maniar had also filed a false complaint against him in past, and so having with malice intention he (D.R. Maniar) filed again a false complaint against workman. And that no documentary evidence was given to him with chargesheet also preliminary enquiry report was not given to him, permission for engaging advocate in the Departmental Enquiry was not given, names of witness were not given and the enquiry officer only relying upon the statement of witness of the management held that the charge is proved. Whereas the witnesses of the workman were disbelieved. Further case is that the enquiry officer has acted to support false complaint case of Shri Maniar and the enquiry officer has only to help Shri Maniar has given findings in enquiry officer report that the charges has been proved. Further case is that the alleged misconduct has no nexus with the official duties, neither had happened during the course of his employment nor on the place of duty. The Disciplinary Authority failed to consider in awarding punishment order of removal that criminal complaint is pending in the criminal court. Further case is that the due to removal from service that has caused economical death of the workman and his family. Further

case is that the Disciplinary Authority has considered the past complaint of Shri Maniar for which workman was not heard which is violation of natural justice. On these grounds prayer has been made for setting aside the order of punishment dated 20-5-1997 and for reinstatement of the workman on his original post or in equivalent post with continuity in service with payment of full back wages and with cost of this reference.

(4) On the other hand the first party LIC of India pleaded inter-alia as per its written statement that the reference is not maintainable and the workman has got no case and there is also no substance or merits in the case of the workman pleaded through his statement of claim. It is the case of the first party management that past record of the workman is very poor and checkered and that workman is habitual of doing misconducts and previously also the workman had assaulted to Shri Maniar for which departmental proceedings was being conducted and on earlier occasion too on prove of misconducts minor penalties for three- four times were imposed upon the workman. Even then the workman has not improved himself and has not shown any sign of change in his attitude and in improving behavior. The first party has denied allegations made in para 1 to para 6 of the statement of claim. It is the case of the first party that the punishment order dated 20-5-1997 is legal and constitutional and is not violative of principle of natural justice and that the enquiry was validly and effectively conducted against the workman in his presence in accordance with the Discipline and Conduct Rules and Regulations of the corporation. The workman had assaulted Mr. D.R. Maniar in presence of Shri P.N. Joshipura, due to the alleged misconduct the LIC had conducted a preliminary enquiry and as per the rules and regulations of the LIC. The workman made several baseless and vague allegation against the corporation the charges leveled against the workman has been duly proved in the enquiry and looking to the gravity of proved misconduct and also considered the past record of the workman, the management of LIC had rightly taken appropriate action against the workman by terminating his service because the workman being sub staff had no any moral responsibility towards the higher officer and there is serious lapse of discipline and decorum in performing his duties. Further ground taken is that the domestic enquiry held against the workman is in improper manner, in accordance with law and if this tribunal comes to any conclusion that the enquiry is defective, in that case, the first party corporation be permitted to prove such charges before this court. On these grounds prayer has been made that the reference case is fit to be dismissed since the workman is not entitled to get any relief as prayed for.

(5) The propriety and validity of the domestic enquiry held against the second party workman by the management of LIC has not been challenged by the second party workman. Rather a pursis at Ext. 21 was filed on behalf of

the second party workman admitting the domestic enquiry rather has only challenged the quantum of punishment held against him.

(6) In view of the pleadings of the parties and also considering that the domestic enquiry has not been challenged by the second party workman, the following issues are taken up for discussions and determination in this case.

ISSUES

- (I) Whether the reference is maintainable?
- (II) Whether the second party workman has got valid cause of action?
- (III) Whether the order of punishment dated 20-5-1997 is shockingly disproportionate to the gravity of the misconduct of the workman under the charge?
- (IV) Whether the second party workman is entitled to invoke provision of Section 11 A of the ID Act?
- (V) Whether the second party workman is entitled to get any relief in this case?
- (VI) Whether the action of the Sr. Divisional Manager LIC of India D.O. Rajkot in dismissing the service of Shri A.B. Chauhan Sub Staff w.e.f. 20-5- 1997 is just, valid and legal?

FINDINGS

(7) ISSUE NO. III & IV

The workman examined himself on point of gainful employment since after not challenging the validity of the domestic enquiry held against him as per pursis at Ext. 21. The management side (first party) has relied upon the entire enquiry file by producing enquiry papers with a list Ext. 20. The chargesheet dated 28-3-1999 along with the letter dated 3-7-1994 is Ext. 55, the reply of the second party dated 10-6-1995 is Ext. 56, letter written by enquiry officer to workman dated 16-8-1995 is Ext. 57, the letter written by workman to enquiry officer is Ext. 58, letter written by enquiry officer to workman is Ext. 59, letter dated 15-11-1995 written by the enquiry officer is Ext. 60, enquiry proceedings from page 14 to 17 is Ext. 61, enquiry proceedings at page 13 is Ext. 63, and enquiry proceedings at page 28, 36 is Ext. 70. Ext. 65, 66, 67, 68, 69 are letters written by enquiry officer to workman. Ext. 71 is letter written by workman to enquiry officer. Ext. 72 is written submission of the Presenting Officer. Ext. 73 is finding of the enquiry officer as per enquiry report, Ext. 74 is letter written by enquiry officer to workman. Ext. 75 is second show cause notice issued to the workman. Ext. 76 is reply of second show cause notice by the workman. Ext. 77 is punishment order dated 20-5-1997. Ext. 78 is memo of appeal submitted by second party workman. Ext. 79 is order of Appellate Authority dated 15-1-1999.

(8) On behalf of the workman (second party) the documents as per list Ext. 17 was filed though which as many as 27 documents were produced which have been

given pacca exhibit from Ext. 28 to 54. Ext. 28 is the copy of chargesheet dated 28-3-1995 for the alleged misconduct committed by the workman on 30-7-1994 at 10.30 am in the premises of Mangal Staff Quarters with Shri D. R. Maniar, Manager (O.S.) by physically assaulting him and abusing in threatening manner in presence of Development Officer Shri J. H. Sahani. Ext. 29 is the show cause of the workman dated 14-12-1994 to the chargesheet. Ext. 30 is show cause notice dated 15-6-1995. It is in Gujarati language. Ext. 31 is show cause notice dated 15-6-1995. It is in English language. Ext. 32 is the notice issued by Sr. Divisional Manager dated 28-3-1993 to the workman. Ext. 33 is the office order dated 23-3-1993 regarding conducting departmental enquiry and appointment of the Presiding Officer and for transfer into the misconduct under the charge dated 20-3-1993 for assaulting to the Manager Shri D. R. Maniar and giving threatening in abusing language during the period of working hour and duty. Ext. 34 is the reply of the workman address to Sr. Divisional Manager I.C. Rajkot received on 30-6-1993. Ext. 5 is the notice issued to the workman dated 22-12-1993. Ext. 36 is another notice issued to the workman regarding sitting of enquiry. Ext. 37 is the letter of the workman address to Sr. Divisional Officer I.C. Rajkot received on 13-5-1994. Ext. 38 is the copy of enquiry report of the enquiry officer dated 31-1-1995. Ext. 39 is the letter of the workman to the enquiry officer dated 10-3-1995. Ext. 40 is the another letter of the workman to the enquiry officer dated 10-3-1995. Ext. 41 is the report of the enquiry officer dated 28-3-1995. Ext. 42 is the forwarding letter dated 28-3-1995 of the enquiry officer addressing to the Sr. Divisional Manager I.C. Rajkot sending the copy of the enquiry report and proceedings. Ext. 43 is the letter of the workman address to Sr. Divisional Manager, Rajkot dated 13-6-1995 received on 13-6-1995. Ext. 44 is the reply of the second show cause notice by the workman dated 1-7-1995. Ext. 45 is the office order dated 14-8-1995 address to the workman Shri A.B. Chauhan Sub Staff S.R. No. 4148/1 informing that he had been placed under suspension vide this order dated 23-3-1993, in view of physical assault committed by him on Shri D.R. Maniar, Manager O.S. on 10-3-1993 and also informing regarding continuance of his suspension order in view of again committed the offence of physical assaulted and violent threatening by him to Shri Maniar on 3-7-1994 at about 10.30. Ext. 46 is the order of punishment dated 17-8-1995 awarded to the workman Shri A.B. Chauhan where the workman was punished by imposing the penalty of bringing down to the minimum pay scale in the pay scale of Sub Staff in terms of regulation 39 (1) (d) of the Staff regulation, 1960. Ext. 47 is the letter of the workman addressed to the enquiry officer dated 28-9-1995. Ext. 48 is the letter dated 30-4-1996 by Shri N. B. Wya, Manager (O.S.) come enquiry officer address to the Sr. Divisional Manager I.C. Rajkot which is the enquiry report in connection with the chargesheet dated 28-3-1995 against the delinquent workman Shri A.B. Chauhan Sub Staff holding guilty to the

delinquent workman of the misconduct. Ext. 42 is the order of the disciplinary authority regarding removal from service of Shri Chauhan dated 20-5-1997. Ext. 50 is the copy of memo of appeal by the delinquent workman to the Zonal Manager and Appellant Authority. Ext. 51 is A.D. Slip in proof of sending departmental appeal to the Sr. Divisional Manager I.C. and Ext. 52 is the demand notice under the provision of I. D. Act by the workman dated 29-12-1997. Ext. 53 is the registration receipt. Ext. 54 is the acknowledgement receipt.

(9) It has been argued on behalf of the second party workman that the misconduct alleged is dated 3-7-1994 which is Sunday and on that day being holiday there is no any working day in the premises of the I.C. and so the misconduct under the chargesheet dated 28-3-1995 as per Ext. 55 produced by the management with the list. Ext. 20 does not fall under the provision of the bipartite settlement and the alleged misconduct does not happened during the course of duty of the workman and so the whole charge sheet is misconceived. On the other hand it has been argued on behalf of the first party that though alleged misconduct on 3-7-1994 is of Sunday but on that day Shri D.R. Maniar, Manager (O.S.) and the Development Officer Shri J.M. Sahani where on duty for visiting the premises of Jeevan Mangal Staff Quarters for assessing repairing works in the different staff quarters and in that course the delinquent workman Shri A.B. Chauhan who is admittedly occupant of a staff quarter within Jeevan Mangal premises had earlier complaint about lack of amenities in his quarter and so Shri D.R. Maniar and Development Officer J.H. Sahani had come to visit Jeevan Mangal Staff Quarter premises near B-E and then the delinquent workman Shri A.B. Chauhan had shown disparate act of in subordination being a Sub Staff, by physically assaulting to Shri D.R. Maniar, catching his caller and using abusing words in threatening mood that you have taken action against me earlier and if in that proceeding he is terminated then you would be terminated from your life. It has been argued that the averments made on behalf of the second party has no leg to stand that 3-7-1994 was Sunday and was not working day but the fact is otherwise that though 3-7-1994 was Sunday but the complainant D.R. Maniar was not on personal visit to Jeevan Mangal Staff Quarter premises rather was on duty with Development Officer Shri J. M. Sahani for inspecting the staff quarters for redressal of the complainants and shortcomings, but the delinquent workman became lost temper to wait for his turn that those officers may also visit his quarters, asked question why he has not visited his quarter to his earlier complainant and then manhandled to Shri D.R. Maniar by physically assaulting and giving out threat in abusing language of terminating his life (to Shri D.R. Maniar) who was on duty to visit the staff quarters on Sunday and so the misconduct on part of the delinquent workman committed with Shri D.R. Maniar in presence of Shri J.M. Sahani Development Officer in the premises of Jeevan Mangal staff quarters, Nagar B Block covers under the bipartite settlement which is actionable under the Staff

Discipline and Conduct Rules, 1960. The argument advanced on behalf of the first party is well founded and well supported by the evidence from Ext. 55 to Ext. 79.

10. From going through the charge sheet Ext. 55 I do not find any ambiguity or vagueness in the charge sheet. From the documentary evidences at Ext. 55 to Ext. 79, it is proved that the complainant D.R. Maniar was on official duty to visit the staff quarters for inspection on 3-7-1994, so in that course of official duty, serious misconduct was committed by the delinquent workman. From going through the enquiry papers, I find that misconduct of the workman has been established during the enquiry. From going through the enquiry report at Ext. 73 I also find that the enquiry officer has given findings in accordance with the materials and evidence produced during the course of enquiry. It also appears that the delinquent workman has participated in all sitting of the enquiry questioning to the management witness. Also there is defence statement. It also appears that sufficient opportunity was granted to the delinquent workman to defend himself against the chargesheet. More so, the second party workman has himself filed several documents regarding his previous misconduct and conducting previous proceeding against him by submitting those documents from Ext. 28 to Ext. 54. From perusal of those documents it is also established that on previous occasion too the delinquent workman had physically assaulted to Shri D.R. Maniar, Manager (O.S.) for which the delinquent workman was issued charge sheet dated 28-5-1993 and departmental proceedings, domestic enquiry was held and as per enquiry report the delinquent workman was held guilty to the misconduct of assaulting to D.R. Maniar with threatening and second show cause notice was also issued to the delinquent workman. And after considering all the facts and circumstance the Disciplinary Authority had passed punishment order dated 17-8-1995 by imposing the penalty of bringing down to Shri Chauhan (delinquent workman) to the minimum pay scale in the payscale of Sub Staff in terms of regulation 39 (1) (d) of the Staff regulation, 1960 with immediate effect that is from the date of this order. From the evidence and materials on the records, it appears that the delinquent workman was punished three to four time earlier due to various misconduct and the last misconduct was in assaulting to Shri D.R. Maniar during duty hours resulting in bringing down him to the minimum pay scale in the pay scale of Sub Staff. But even than the delinquent workman did not feel any repentance or improved his behaviour rather have become more violent and more aggressive towards D.R. Maniar resulting in again physically assaulting him on 3-7-1994 when he visited the Jeevan Mangal staff quarter to make inspection of the quarters, then the uttering of such words after physically assaulting to Shri D.R. Maniar by the delinquent workman is also remarkable that even as per his complaint he is terminated then he will also terminate him from his life. Admittedly the previous proceeding of physically assaulting to Maniar was pending on the date of 3-7-1994 as on complainant of, the domestic

enquiry conducted, the enquiry report submitted by the enquiry officer and the punishment order was passed after issuing show cause notice on 27-8-1995. From perusal of the materials on the record, I also find that delinquent workman had repeated similar type of misconduct in physically assaulting to Shri D.R. Maniar. For the previous such type of misconduct in assaulting to Shri D.R. Maniar the delinquent workman was facing departmental enquiry which was going on and during pendency of that domestic enquiry again he repeated such misconduct against D.R. Maniar on 3-7-1994 and again physically assaulting him and giving out threat of terminated him of his life Shri D.R. Maniar and Development Officer Shri J. M. Sahani were on duty to inspect the staff quarters. Moreover there is also materials on the record that on earlier three to four occasions the delinquent workman had been punished for misconducts. That go to prove that delinquent workman was in the habit of committing misconduct and even on punishment, there was no reform in his conduct and behaviour towards the senior officer being a Sub Staff. In the previous major misconduct of physically assaulting to Shri D.R. Maniar resulted in bringing down to him to lowest scale of sub staff and so on prove of the subsequent misconduct as per chargesheet Ext. 55, there was no question for again taking lenient view in awarding punishment to the delinquent workman. Rather repetition of such misconduct invites to the Disciplinary Authority to take serious view in awarding punishment. So, after examining the order of the punishment dated 20-5-1997 at Ext. 77, I do not find that the order of punishment is shockingly disproportionate to the gravity of charge of proved misconduct of the delinquent workman. The Disciplinary Authority has clearly mentioned at para 11 of the punishment order that looking to the gravity of the charges proved again Shri Chauhan which includes as many as breach of regulations and is acting in a manner detrimental of the interest of the Corporation removal from service of Chauhan is justified in the fact and circumstances from the merits also proved that for the previous misconduct of physically assaulting to Shri D.R. Maniar, Manager (O.S.) he had been suspended and domestic enquiry was proceeding but again during pendency of that enquiry he again assaulted to Shri D.R. Maniar and gave out threat of terminating him from his life and so the order of suspension was continued against him and again departmental proceeding was initiated by issuing chargesheet at Ext. 55 followed by conducting of thorough departmental enquiry in accordance with law, following all the principle of natural justice, and giving opportunity to defend himself. I also find that the principle of natural justice was followed by the Disciplinary Authority in issuing second show cause notice to the delinquent workman vide Ext. 75 and Ext. 76 the delinquent workman submitted his reply to the second show cause notice. And after considering all the mitigating circumstances of the repetition of misconduct by the delinquent workman the order of punishment of removal from service in terms of regulation 39 (1) (F) of the LIC of India Staff Regulation

1960 was passed with immediate effect from the date of order i.e. 20-5-1997. I also find that the workman submitted departmental appeal before the Appellate Authority and the Appellate Authority by its order at Ext. 79 after taking into consideration all the facts and circumstances and proved misconduct rightly did not find any cogent ground for warranting reconsideration of the punishment imposed on the delinquent workman which can be said to be excessive. So the appeal was rejected.

(11) It has been argued on behalf of the first party that there is a settled law in favour of the first party management the charges levelled against the second party are proved and are very serious and so the punishment of termination is just, legal and proper. The first party has relied upon the case law reported in 2008 LLR 432 Supreme Court in the case of Eastern Sports Management West Bokaro Colliery of IISCO Ltd. V/s Ram Pravesh Singh where in it has been held normally it is not open to substitute their subjective opinion in the place of the one arrived at by the Domestic Tribunal. Further it has been held in absence of the challenge to the legality or fairness of the domestic enquiry, the Court should be reluctant to either interfere with the finding recorded by the Enquiry Officer or the punishment awarded by the punishing Authority, more so when the advocate of the workman has stated that he does not want to challenge the fairness of the enquiry hence the dismissal of the workman is restored. It has been further held that the standard of proof in disciplinary proceeding and criminal trial is entirely different since in the former, even the preponderance of possibilities are enough whereas in the latter, the proof should be beyond reasonable doubt. On the other hand on behalf of the second party the case law cited at 2002 (1) 115 SC the case of Regional Manager RTC V/s Ghanshyam, 2009 LLR 945 SC and the judgment dated 27-7-2007 passed by the Hon'ble Gujarat High Court in case of Gujarat Labour Institute V/s Vikasbha Devabhai Kataria dated 27-7-2007 and 12-12-2007 and the case law reported in 2009 (119) FLR 865 Allahbad High Court are not applicable in view of the proved misconduct of the delinquent workman and also in view of the proved previous misconduct of the delinquent workman in view of repeating such serious misconduct of assaulting to the Manager repeatedly.

(12) On consideration of the materials and evidence available on the record and also considering to the case law cited on behalf of the both sides, I am of the considered view that the order of punishment passed against delinquent workman is in accordance with the law of the proved misconduct and also considering past history of repeated misconduct committed by the delinquent workman. So, I find and hold that the punishment order of removal from service is in accordance with the law and it is not disproportionate to the gravity of the charge. I further find and hold that the second party workman is not entitled to invoke the provision of section 11 A of the I.D. Act for

setting aside or for modifying the order of punishment. I also find and hold that there is no ground for interfering in the order of punishment passed by the Disciplinary Authority as per Ext. 77 and order as to rejection of appeal of the delinquent workman as per Ext. 79. These two issues are accordingly decided in negative.

(13) ISSUE NO. V

In view of the findings given to issue no. III & IV in the foregoing paragraphs and also considering as per date of birth of the workman that he has already reached age of his superannuation in the month of September-2010, there is no question for reinstatement of the delinquent workman or for claim of back wages in view of the findings that the punishment of removal from service is just and proper and there is no question for making interference in the order of punishment. So, the workman is not entitled to get any relief in this case.

(14) ISSUE NO. I & II

In view of the findings given to issue no. III, IV and V in the foregoing paragraphs, I further find and hold that the reference is not maintainable and delinquent workman has no valid cause of action to raise Industrial Dispute against the order of his removal from service. The reference is, therefore, dismissed on contest. But no order of cost.

(15) ISSUE NO. VI

The terms of reference is answered in favour of the Manager of first party LIC India and it is held that the action of the Sr. Divisional Manager LIC India, Divisional Office, Rajkot for dismissing the service of Shri A.B. Chauhan Sub Staff w.e.f. 20-5-1997 is just, valid and legal.

This is my award.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 28 मई, 2012

का. आ. 2110.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केंद्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-II, चंडीगढ़ के पंचाट (संदर्भ संख्या 179/2011) को प्रकाशित करती है, जो केंद्रीय सरकार को 22.5.2012 को प्राप्त हुआ था।

[सं. एल-12011/34/2010 आई आर (बी II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 28th May, 2012

S.O. 2110.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.179/2011) of the Central Government Industrial Tribunal/Labour Court-II, Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employers in relation to

the management of Central Bank of India and their workman, which was received by the Central Government on 22-5-2012.

[No. L-12011/34/2010-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: SRI A. K. RASTOGI, Presiding Officer.

Case No. I.D. 179/2011

Registered on 8-6-2011

The General Secretary, Central Bank of India Employees Union Haryana, H.No.3296, Sector 19-D, Chandigarh.

.... Petitioner

Versus

The Zonal Manager, Central Bank of India, Zonal Office, Sector 17, Chandigarh.

.... Respondent

APPEARANCES

For the claimant : None

For the Management : K J S Soni AR.

AWARD

Passed on May 1, 2012

Central Government vide Notification No. L-12011/34/2010-IR(B-II)) Dated 11-5-2011, by exercising its powers under Section 10 sub-section (1) Clause (d) and sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:—

“Whether the action of the management of Central Bank of India in suspending Sh. M.L. Jassi w.e.f. 26-4-2005 to 10-5-2005 and imposing punishment of reduction of pay by One stage in the pay scale for two years is just, fair and legal? What relief the concerned workman is entitled”

After receiving the reference notices were issued to the parties. Management put in its appearance but the claimant did not appear despite notices. Notice sent by registered post was not received back undelivered. Hence service was presumed on claimant. As the claimant failed to appear and file claim statement despite sufficient notices, hence a 'No Dispute' award is passed in the case. Let two copies of the award be sent to Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 28 मई, 2012

का. आ. 2111.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केंद्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-II, चंडीगढ़ के पंचाट (संदर्भ संख्या 148/2011) को प्रकाशित करती है, जो केंद्रीय सरकार को 22-5-2012 को प्राप्त हुआ था।

[सं. एल-12012/55/2010 आई आर (बी II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 28th May, 2012

S.O. 2111.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 148/2011) of the Central Government Industrial Tribunal/Labour Court-II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 22-5-2012.

[No. L-12012/55/2010-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: SRI A. K. RASTOGI, Presiding Officer.

Case No. I.D. 148/2011

Registered on 24-5-2011

Sh. Anand Joseph S/o Sh. Bakhtawar Masih, C/o Sh. H. K. Sharma, EF-439, Krishna Nagar, N. G. Road, Jalandhar

.... Petitioner

Versus

1. The Regional Manager, Central Bank of India, Regional Office, 1, Queen's Road, Amritsar.

2. The Branch Manager, Central Bank of India, Khadur Sahib Branch, Amritsar.

.... Respondents

APPEARANCES

For the claimant : None

For the Management : Sh. N. K. Zakhmi, Advocate

AWARD

Passed on 2nd May, 2012

Central Government vide Notification No. L-12012/55/2010-IR(B-II)) Dated 15-4-2011, by exercising its powers under Section 10 sub-section (1) Clause (d) and sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal:—

“Whether the action of the management of Central Bank of India to adjust the outstanding dues against

Sh. Anand Joseph the workman from his retirement dues i.e. Provident Fund and Gratuity is legal and justified? What relief the concerned workman is entitled to?"

After receiving the reference the notices were issued to the parties. The respondent put in its appearance but the workman did not turn up and file his claim statement despite notices sent to him on 24-5-2011 and by registered post on 17-11-2011. Notice not received back undelivered. Hence service was presumed on workman. On account of failure of workman in filing his claim statement a 'No Dispute Award' is passed in this case. Let two copies of the Award be sent to Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 28 मई, 2012

का. अ. 2112.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वये में केंद्रीय सरकार केनरा बैंक के प्रबंधन के संबंध निष्कर्ष और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनबीपी/46/11-12) को प्रकाशित करती है, जो केंद्रीय सरकार को 18-05-2012 को प्राप्त हुआ था।

[स. एल-12011/75/2011-आई आर (बी-11)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 28th May, 2012

S.O. 2112.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the Award (Ref. No. CGIT/NGP/46/11-12) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 18-5-2012.

[No. L-12011/75/2011-IR (B-II)]

SHIESH RAM, Section Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CENTRAL LABOUR COURT, NAGPUR

Case No. CGIT/NGP/46/11-12

Date: 8-5-2012

Party No. 1 : The Asst. General Manager,
Canara Bank, Circle Office,
Guest Building, Residency Road,
Sadar, Nagpur (MS)

Versus

Party No. 2 : Shri. M. N. Bangale (Member),
Canara Bank Staff Union,
B/6-1, Sawarkar Nagar,

Khamla Road, Nagpur-15.

AWARD

(Dated : 8th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Canara Bank, Circle Office, Nagpur and their workman, Smt. Lata N. Koram, for adjudication, as per letter No. L-12011/75/2011-IR (B-II) dated 13-3-2012, with the schedule in Hindi Language, the English Version of which is as follows :—

"Whether the action of the management of Canara Bank, Nagpur through its Assistant General Manager in respect of recovery of Rs. 50,000 from the salary of Smt. Lata N. Koram, Clerk is legal and justified? What relief the workman is entitled to?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement on 8-5-2012. The workman appeared in person and file on application supported with affidavit, mentioning therein that the dispute does not survive any more as the impugned recovery has already been effected from her salary and she is not interested in pursuing the matter anymore. She prayed for disposal of the reference accordingly.

3. In view of the application filed by the workman supported with affidavit regarding the non-existence of any industrial dispute between the parties, a "no dispute" award is necessary to be passed in this case. Accordingly it is ordered :

ORDER

The award be treated as "no dispute" award. The workman is not entitled to any relief. The application filed by the workman supported with affidavit is made part of the award.

J. P. CHAND, Presiding Officer

IN THE C.G.L.T., NAGPUR

CGIT/NGP/46/2011

Smt. Lata N. Koram

-Vs-

Canara Bank

APPLICATION FOR PERMISSION TO DISPOSE THE INSTANCE REFERENCE

The Party No. 1, workman, named above begs to apply as under :

That the subject matter of dispute does not survive any more as the impugned recovery has already been

effected from the salary of the workman. In the circumstances the workman is not interested in pursuing the matter any more. As such the instant reference is liable to be disposed of accordingly.

Hence this application.

Prayer : It is, therefore, prayed that this Hon'ble Tribunal be pleased to dispose of the instant reference as infructuous.

NAGPUR

Party No. 1

DATED: 8-5-2012

SOLEMN AFFIRMATION

I, Lata N. Koram, aged 52-years, R/o, Nagpur, do hereby take an oath and state on solemn affirmation as under:

1. That the contents of above application is true and correct to the best of my knowledge.

2. Hence verified and signed on this 8th day of May, 2012 at Nagpur.

Deponent

I know and identify the deponent.

Advocate

(B. Lahari)

नई दिल्ली, 28 मई, 2012

का. आ. 2113. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केंद्रीय सरकार पंजाब एंड सिंध बैंक के प्रबंधन के संबंध में निम्नलिखित विवादों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-II, चंडीगढ़ के पंचाट (संदर्भ संख्या 1099/2005) को प्रकाशित करती है, जो केंद्रीय सरकार को 22.5.2012 को प्राप्त हुआ था।

[सं. एल. 12012/105/2002 आई आर (बी II)]

शोश राम, अनुभाग अधिकारी

New Delhi, the 28th May, 2012

S.O. 2113. In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1099/2005) of the Central Government Industrial Tribunal Labour Court-II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Punjab and Sind Bank and their workman, which was received by the Central Government on 22-5-2012.

[No. L-12012/105/2002-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II CHANDIGARH

Present : Sri A. K. Rastogi, Presiding Officer

Case No. I.D. 1099/2005

Registered on 21-9-2005

Shri Chander Mohan, S/o Sh. Krishan Lal,
R/o H.No. 772-R, Street No. 15-A,
Pratap Nagar, Bathinda, Punjab.

... Petitioner

Versus

The Zonal Manager, Punjab and Sind Bank, Zonal Office,
Bhangu Road, Bathinda, Punjab,

... Respondent

APPEARANCES

For the workman : Sh. R. P. Rana, Advocate

For the Management : Sh. J.S. Sathi, Advocate.

AWARD

Passed on 1st May, 2012

Central Government vide Notification No. L-12012/105/2002 -IR(B-II)) Dated 11-10-2002, by exercising its powers under Section 10 sub-section (1) Clause (d) and sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as Act) has referred the following Industrial dispute for adjudication to this Tribunal:

"Whether the action of the management of Punjab and Sind Bank in terminating the services of Sh. Chander Mohan S/o Sh. Krishan Lal, Ex-Peon (Daily Wage Basis). w.e.f. 1-1-2001 without any notice and without any payment of retrenchment compensation is legal and just? If not, what relief the concerned workman is entitled to and from which date?"

The case of the workman is that he served different stints in different branches of the Bank since 1st January, 1988 to 29-12-2000. His last stint was in Zonal Office, Bathinda for which he had been issued an appointment letter dated 4-5-1999 for a period of two months. Vide letter dated 2-8-1999 his services were extended and the same were extended from time to time after notional breaks of 3 or 4 days. Lastly, these were extended vide letter dated 30-12-2000 for a period of 60 days but he was allowed to work only up to 31-12-2000 and his services were terminated w.e.f. 1-1-2001. He has alleged that he has completed more than 240 days' service in the year 1999 and 2000 and in the preceding 12 months before the date of termination of his service but his services were terminated without complying the provisions of Section 25-F of the Act. There are 4 regular post of Peon in the Zonal Office, Bathinda. But his services were terminated so that he could not claim for absorption on regular basis. He was not allowed to complete 240 days of service for the same purpose and this action of the management amount to unfair labour practice. He has prayed for his reinstatement along with full backwages.

The claim was contested by the management. It was stated that workman was employed on temporary basis on daily wage basis and he had not been recruited as per Recruitment Rules so he is not entitled to remain in the employment of the Bank. There is no permanent vacancy of Peon and the Bank does not require Peons. The workman had been engaged intermittently at different branches for short duration and his employment came to an automatic end after the assignment or the contingency was over. He has not put in continuous service or regular 240 days continuous service to claim the protection of Section 25-F of the Act. His engagement in different branches of the Bank can not be clubbed together to determine the length of continuous service.

In support of his case workman examined himself and filed an appointment letter dated 4th May, 1999, while the Bank examined Sukhpal Singh, Manager and filed certain papers.

I have perused the evidence on record and heard the learned counsel for the parties. I have also gone through the written arguments of the management.

The point for consideration in this matter is :—

Whether the workman has completed 240 days of service in the 12 calendar months preceding 1-1-2001, the date of termination of his service and he is entitled to protection of Section 25-F of the Act.

For the purpose and determination of the point in issue the period from 1-1-2000 to 31-12-2000 becomes relevant.

The workman has not produced any evidence showing his employment during this period. The appointment letter paper No.30 filed by him is dated 4th May, 1999 and the appointment through only for 60 days. Thus this paper does not relate to the period in issue. However the copies of register of employment relating to workman filed by management on workman's application (paper No. 18 to 23) shows that during the year 2000 after being relieved on 1st January he was in job from February to 3rd June when he was relieved. He again remained in job in September and October, 2000 and then in the month of December for few days only from 26th December to 31st December, 2000. Learned counsel for workman argued that the management has not produced the complete record of the workman attendance to conceal the fact of more than 240 days service of workman. Management however has filed an appointment letter dated 19-6-2000, joining report of the workman dated 20-6-2000 and relieving letter dated 17-8-2000 paper No.24 to 26 relating to workman showing that the workman was in the employment of the management from 19-6-2000 to 17-8-2000. The management has not produced the register of employees of this period. Thus from the record produced by the bank it is clear that the workman was in the employment of the management for the following period in the year 2000.

January	—	1 day
February	—	29 days
March	—	31 days
April	—	30 days
May	—	31 days
June	—	3+11=14 days
July	—	31 days
August	—	17 days
September	—	31 days
October	—	30 days
November	—	Nil
December	—	6 days
Total	=	251 days

Thus he worked for more than 240 days during the period, I find force in the argument of the learned counsel for the workman.

But then the argument of the management is that the workman worked at different branches of the bank during the period. Learned counsel invited my attention to the statement of workman where he himself has admitted that he had been engaged at different branches of the bank and there was no case of transfer from one branch to another. The management witness has also stated that the workman had been appointed in different branches of the bank, the appointment letter however had been issued by the Zonal, Office as it is the competent authority to make the appointment. It may be noted that in Haryana Urban Development Authority Vs. Om Pal 2007 II LLJ 1030 where the Labour Court had clubbed the service in two sub-divisions of a daily wager and had granted the relief, the Hon'ble Supreme Court held that the Labour Court erred in clubbing the service in the two sub-divisions as they are separate and distinct.

The learned counsel for the management has also argued that the workman had been appointed intermittently on the basis of need without following due process of recruitment, hence in view of the law laid down by the Hon'ble Supreme Court in Himanshu Kumar Vidyarthi and Others Vs. State of Bihar 1997 LIC 2075 the termination of the services of the workman cannot be construed to be retrenchment, and the protection of Section 25F of the Act is not available to him. I find myself in agreement with the learned counsel for management. The intermittent employment of the workman shows that it was on need basis and in view of the law laid down in Himanshu Kumar Vidyarthi's case the protection of Section 25F of the Act cannot be extended to the workman and therefore action of the management of the bank in terminating the services of the workman w.e.f. 1-1-2001 without any notice and without payment of retrenchment compensation is legal and just. Workman is not entitled to any relief. Reference is answered against the workman. Let two copies of the Award be sent to Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 28 मई, 2012

का.आ. 2114.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/116/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-2012 को प्राप्त हुआ था।

[सं. एल-12012/144/2004-आईआर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 28th May, 2012

S.O. 2114.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/116/2004) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 18-5-2012.

[No. L-12012/144/2004-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,****CGIT-CUM-LABOUR COURT, NAGPUR****Case No. CGIT/NGP/116/2004****Date: 9-5-2012**

Party No.1 : The Regional Manager,
Central Bank of India, Regional Office,
Victoria Building, Kamptee Road,
Nagpur-440001

Versus

Party No.2 : Shri Bhujang S/o. Narayan Gotphode,
At Loni, Tah-Arni, Distt. Yavatmal,
Maharashtra.

AWARD

(Dated: 09th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Central Bank of India and their workman, Shri Bhujang Gotphode, for adjudication, as per letter No. L-12012/144/2004-IR (B-II) dated 20-10-2004, with the following schedule:—

"Whether the action of the management in relation to Central Bank of India, in terminating the services of Shri Bhujang Narayan Gotphode, Central Bank of

India, Loni Branch, Tah. Arni, Distt. Yavatmal is legal & justified? If not, what relief is the workman entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Bhujang Gotphode, ("the workman" in short), filed the statement of claim and the management of the Central Bank of India ("Party No.1" in short) filed its written statement.

The case of the workman is that he came to be appointed with party no.1 orally on 1-1-1996, as a labourer on daily wages and he worked at Loni Branch of the Bank, as per the direction of party no. 1 and his services were utilized by the Branch Manager at Loni Branch even for the purpose of collecting loan amount from the customers of the Branch and his service record was clean and unblemished and he worked with party no.1 continuously till the termination of his services on 1-1-2003 and his service record was kept by party no.1 and in such service record, artificial breaks were shown by party no.1 and he was also shown as "Badli worker", in order to avoid his claim by permanency and his services were orally terminated abruptly and illegally of the Branch Manager of Loni Branch w.e.f. 1-1-2003, without following the provisions of the Act and before termination of his services, neither one month's notice, nor one month's wages in lieu of the notice nor retrenchment compensation was given to him, as required under Section 25-F of the Act and the party no.1 also did not publish any seniority list prior to termination of his services as per Rule 81 of the Industrial Disputes (Central) Rules and the party no.1 adopted unfair labour practice and ample work is available in the office of party no.1 and he has the required qualifications including educational qualification required for appointment of class 4th employee in the Bank and in spite of submission of document in support of his qualifications, party no.1 terminated his services to avoid to give him the benefit of permanency and though he approached and made representations to party no. 1 for his reinstatement in service, no heed was paid to the same, so he raised the industrial dispute.

The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no.1 in its written statement has pleaded inter-alia that the workman was engaged by it at Loni Branch as a casual daily rated worker, as and when required basis, either due to shortage of sub-staff or in leave vacancy and as he was a daily rated worker, his name was not borne on the muster roll of the bank and his wages were calculated on daily basis according to the number of days of work performed by him and wages were paid to him accordingly on vouchers and since he was required to work under the Branch Manager, of Loni Branch, necessary instructions were being issued to him by the said Branch Manager as regard the work to be done and the services of the workman

were never utilized for recovery of loan from the borrowers and as the workman was a daily rated casual worker, there was no question of maintaining of his service record and there was no employer-employee relationship between it and the workman and the workman did not work continuously upto 1-1-2003 and as the engagement of the workman was "as and when required basis on daily wages, there was no question of continuation of his services and when work was not available, he was discontinued and therefore, there was no question of compliance of the provisions of Section 25-F of the Act and discontinuation of the workman does not amount to unfair labour practice and provision of the Act relating to retrenchment and publication of seniority list etc. are not applicable to his case and no work is available in the Branch and in response to the approach letter of the workman, suitable reply through bank's advocate was sent to him by, explaining the factual position and the workman is not entitled to any relief.

4. In support of their respective claims, besides placing reliance on documents both the parties have adduced oral evidence. The workman has examined himself as a witness. The workman has reiterated the facts mentioned in the statement of facts, in his examination-in-chief, which is on affidavit. However, in his cross-examination, the workman has admitted that he worked in the bank on daily wages and no appointment order was given to him at the time of appointment and he was paid wages on vouchers and his name was not entered on the muster roll of regular employees and the Manager of the Bank working at the time of his appointment had asked him to work and he was not registered through the Employment Exchange.

5. One Kamalakar B. Nandekar has been examined as a witness by the party no. 1. The examination-in-chief of this witness is also on affidavit. The evidence of this witness is in the same line of the statement taken by the party no. 1 in the written statement. In his cross-examination, this witness has stated that the workman was working in Loni Branch as and when required basis by the Bank and the Branch Manager was making payment of wages to the workman on vouchers. This witness has stated that in spite of filing of a notice by the workman in this case, for production of documents, the bank, failed to produce the documents.

6. At this juncture, I think it necessary to mention that no petition had been filed on behalf of the workman in this reference to direct the party no. 1 to produce any document and there was also an order by the Tribunal for production of documents by the party no. 1.

7. It is necessary to mention here that on 19-03-2012 to which date, the case was fixed for hearing of argument on merit of the case, neither the workman nor his advocate appeared to advance arguments. So order was passed to proceed ex-parte against the workman.

8. In view of the stands taken by the parties, I think it apt to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that:-

"Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of "Continuous Service" need not be read into section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25(B) and 2 (eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25-F of the principal Act by substituting in clause (b) the words "for every completed year of continuous service" has removed a discordance between the unamended Section 25 B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25-B.

In the decision reported in AIR 1981 SC-1253 (Mehanlal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

"Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2)- Continuous service-Scope of sub-sections (1) and (2) is different, (words and phrases-Continuous Service) Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression "continuous". Both in principle and are precedent it must be held that Section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A".

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that :

"Industrial Disputes Act (14 of 1947- S.25-F, 10-Retrenchment compensation -Termination of services without payment of -Dispute referred to Tribunal-Case of workman/claimant that he had worked for 240 days in a year preceding his termination- Claim denied by management-Onus lies upon claimant to show that he had in fact worked for 240 days in a year-In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination."

So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of section 25- F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

9. The present case at hand is now to be considered, with the touch stone of the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 1-1-2003. So, it is necessary to prove that in the preceding twelve calendar months of 1-1-2003, the workman had worked for 240 days.

10. Besides his own oral evidence the workman has filed Xerox copies of his marksheet, employment registration card, school leaving certificate, approach notice and affidavits of Shri Raibhan Kanhu Pathare and four others. The said documents are of no help to the workman to prove his case of working for 240 days in the preceding 12 months of 1-1-2003. The workman has not produced a single document in support of his claim that in fact he had worked for 240 days in the preceding 12 months of the date of his alleged termination i.e. 1-1-2003. The oral evidence of the workman on affidavit is not sufficient to prove such fact. Hence, it is found that the workman has failed to discharge the initial burden of proving that he had worked for 240 days in the preceding 12 months of 1-1-2003.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25- F read with section 25-B of the Act, the provisions of Section 25- F are not applicable to his case and as such, he is not entitled for any relief.

ORDER

The action of the management in relation to Central Bank of India, in terminating the services of Shri Bhujang Narayan Gotphode, Central Bank of India, Loni Branch, Tah. Arni, Distt. Yavatmal is legal & justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 28 मई, 2012

का.आ. 2115.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 1, धनबाद के पंचाट (संदर्भ संख्या 95/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-2012 को प्राप्त हुआ था।

[सं. एल-17012/19/1996 आईआर (बी-11)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 28th May, 2012

S.O. 2115.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.95/1996) of the Central Government Industrial Tribunal/Labour Court No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India and their workmen, which was received by the Central Government on 18-5-2012.

[No. L-17012/19/1996-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of the Industrial Dispute Act, 1947.

Reference No. 95 of 1996

Parties : Employers in relation to the management of
L.I.C. of India, Patna

And

Their Workmen

Present : Shri H.M. Singh, Presiding Officer

Appearances

For the Employers : Shri Raj Dular Sah, Advocate

For the Workman : Shri D.K. Jha, Advocate

State : Bihar : Industry : Insurance

Dated, the 17th May, 2012

AWARD

By Order No. L-17012/19/96-IR (B-2) dated 11/16-10-96 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of LIC of India, Patna in terminating the services of Shri Umesh Prasad Choudhary is legal and justified? If not, to what relief the workman is entitled?"

2. The case of concerned workman is that he was originally appointed on 15-4-89 as an apprentices Development Officer and though the concerned workman was originally appointed as apprentice Development Officer but actually he was discharging the duties of permanent Development Officer. He had been performing permanent and perennial nature of job against permanent vacancy and put continuous service. In spite of the aforesaid fact by an order dated 14-1-91 the management changed his designation to the post of Probationer Development Officer. Since then he had been working as a permanent Development Officer under the direct control and supervision of the management. During the aforesaid period, the concerned workman was attacked by anti-social elements while he was moving by his motor cycle and fell seriously inactive due to the attack and he was afraid for his life, so he represented before the management for his transfer to any other place so that he can discharge his duties to the entire satisfaction of the management and he can also fulfill the target allegedly set up by the management. But the management did not pay any heed to his repeated representations and in view of the aforesaid fact the alleged target set up by the management allegedly could not be fulfilled by him. The management all of a sudden stopped the concerned workman from his duties by an order dated 2-4-92 w.e.f. 1-4-92. The concerned workman represented before the management against the illegal and arbitrary termination of section of service but without any effect. Thereafter an industrial dispute was raised before the A.L.C. (C), Patna, but the conciliation proceeding ended in failure and the present dispute has been referred to this Hon'ble Tribunal by the Ministry of Labour, Govt. of India, for adjudication.

Under the facts stated above, it has been prayed that this Hon'ble Tribunal be pleased to pass an award in favour of the workman by directing the management to reinstate the concerned workman with full back wages and consequential benefits.

3. The case of the management is that the concerned workman was appointed as apprentice Development Officer initially. But it is not correct that he was discharging his duties as permanent Development Officer. It has been submitted that the concerned workman was appointed as A.D.O. (Rural) vide order dated 15-4-89 with apprenticeship period commencing from 17-4-89. After completion of training at SFC, Patna, the concerned workman was posted at Dehri Branch Office for field training. Dehri Branch office confirmed his joining and fixed his Head Quarters at Bikramganj with operational area, Bikramganj, Dawat, Karakat and Dinar block by their letter dated 20-7-89. On

the basis of and according to rules and performance during the apprenticeship period he was put on probation w.e.f. 17-4-90 vide letter dated 14-1-91. The concerned workman was put on probation for one year w.e.f. 17-4-90 but during this period his performance was not upto the mark and stipulation, although it is true that the concerned workman made a representation for transfer to Patna on the grounds of the alleged attack by anti-social elements but on an appraisal of his performance during the probationary period it was found that Sri Choudhary had failed on all counts. It has been submitted that in spite of Sri Choudhary's most unsatisfactory and below standard performance of work, the management took a lenient view keeping his status, as schedule cast member, extended his probationary period by one year i.e. from 1-4-91 to 31-3-92 by letter dated 19-9-91. The concerned workman continued with his representation in 11'91 and 12'91 and on 28-1-92 for his transfer to Patna City Branch, in each he was stating that he could not perform well because he was feeling insecure. Considering his representation, the Divisional Officer vide letter dated 3-2-92 informed him that it was not possible to accede to his request and he was asked to continue his work at Bikramganj. On the appraisal of the performance of the concerned workman's extended probation period i.e. from 1-4-91 to 31-3-92 was made and it was found that he had failed on all counts. Accordingly, on the basis of unsatisfactory performance his service was terminated w.e.f. 1-4-1992.

In view of such circumstances, it has been prayed that the Hon'ble Tribunal be pleased to pass an award in favour of the management.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management produced MW-1, Md. Mustafa and proved documents as Exts. M-1 to M-7.

The concerned workman produced himself as WW-1. On behalf of the concerned workman documents have been marked as Exts. W-1 to W-10.

6. Argument advanced on behalf of the concerned workman is that no domestic enquiry was held before terminating his service. Neither any principles of natural justice has been followed for terminating the service of the concerned workman by the management.

In this respect MW-1 in his cross-examination at page 2 that the note sheet (Ext. M-3) was not prepared by the Manager of Dehri Branch of L.I.C. in that note-sheet nowhere there is any recommendation by the Manager of Dehri Branch of L.I.C. It shows that no recommendation of Dehri Branch of LIC to dismiss the concerned workman from service. No show cause notice was given to him and he has been dismissed from service straightway from back date. This should have been done after following the

principles of natural justice. Ext. M-2 shows that the concerned workman was appointed as a Probationary Development Officer after completion of his training. As per Ext. M-3 he was dismissed without any domestic enquiry only on the ground that he was incompetent. He should have been given warning or notice for his not giving alleged target quota set up by the management. Ext. M-4 shows that his transfer has been turned down by the management.

Another argument advanced on behalf of the concerned workman is that his probation period was extended on 19-9-91 from 1-4-91 to 31-3-92, as per Ext. W-8. It shows that this period of probation from 1-4-91 has been extended by this letter from back date. As per Ext. W-7 the concerned workman was dismissed from service w.e.f. 1-4-92 by letter dated 2-6-92. It also shows that he was dismissed with retrospective effect. A person should be removed from service by earlier order and not by later order.

7. On behalf of the concerned workman law has been referred which is 2008 ICLR 1074 in which Hon'ble Supreme Court held that the LIC is an 'Industry'.

Also referred 2011 AIR SCW 3455 in which Hon'ble Supreme Court laid down—"Industrial Disputes Act (14 of 1947) S.2(s)-workman-Part-time employees, contractual employee, temporary or casual employee-All are workman, cases Referred: Air 2010 SC 1116: 2010 AIR SCW 1357: 2010 L.I.C. 1433: 2010(2) AIR Kar R 163: 2010 AIRSCW 6387: 2011 (1) AIR Bom R 130: (2010) 5 SCC 497: AIR 2008 SC (Supp.) 342: 2008 AIR SCW 223: 2008 (1) ALJ 790: AIR 2008 SC (Supp.) 1134: 2008 AIR SCW 1474: 2008 LAB IC 1375: 2008 (3) ALJ 533: AIR 2007 SC 528: 2007 AIR SCW 70: 2007 Lab IC 987: 2007 AIR SCW 2357: 2007 L.I.C. 1955: 2007 (3) AIR Kar R 433: 2007 (2) AIR Jhar R 908: 2007 AIR SCW 7305: 2008 (1) ALJ 245: AIR 2006 SC 1806: 2006 AIR SCW 1991: 2006 (3) AIR Kar R 320: AIR 2003 SC 1872: 2003 AIR SCW 1340: 2003 Lab IC 1449: 2003 AIR Jhar. HCR 548: AIR 2003 SC 3044: 2003 AIR SCW 3872: 2003 ALL LJ 2057: AIR 2001 SC 479: 2001 AIR SCW 77: 2001 L.I.C. 476: AIR 1993 SC 1388: 1993 Lab IC 428: (1990) 3 SCC 682: AIR 1984 SC 500: 1983 L.I.C. 1865: AIR 1982 SC 854: 1982 Lab IC 811: AIR 1981 SC 422: 1980 Lab IC 1292: AIR 1981 SC 1253: 1981 L.I.C. 806: AIR 1980 SC 1219: 1980 Lab IC 687: AIR 1976 SC 232: AIR 1976 SC 111: 1976 Lab IC 769: AIR 1974 SC 37: 1974 Lab IC 133: AIR 1964 SC 477: AIR 1961 SC 1617: AIR 1961 SC 644: AIR 1960 SC 610."

Another law referred is (2008) 2 Supreme Court Cases (1 & S) 1083 in which Hon'ble Supreme Court laid down—"Civil Appeal No. 2004 of 2008, decided on March 14, 2008."

Life Insurance Corporation Act, 1956- Ss. 48(2) (cc), (2-A), (2-B) & (2-C)-Industrial Disputes Act, 1947, Ss. 11-A and 2(j), Excluded by virtue of terms and conditions laid down under S.48(2)(cc) of LIC Act—Held, LIC though 'State' under Art 12 of the constitution, is also an 'industry' under

the ID Act, 1947, S.2(j). LIC Act does not contain any provision to exclude jurisdiction of Industrial court in so far as applicability of S.11-A, ID Act, 1947, is concerned—M. Venugopal Case, (1994) 2 SCC 323, distinguished—A workman in LIC has choice of seeking remedy from Civil Court or Industrial Court—Civil Procedure Code, 1908 - S.9- Constitution of India- Art. 12."

Another law referred is (2007) 2 Supreme Court Cases (L&S) 264 in which Hon'ble Supreme Court laid down—"Industrial Disputed Act, 1947-SC. 10(q)(d), 12(3), 12(5), 19(2), 19(7), 7-A & 7-B and Ss. 2(oooo), 9-D, 9-E, 9-F (as in force in Rajasthan) —Reference-Condition precedent for making -Existence or apprehension of an industrial dispute, held, is a condition precedent for making a reference-High Court can entertain a writ petition impugning a reference on the ground of non-existence of an actual or apprehended industrial dispute- But Industrial Tribunal cannot examine the validity of a reference—Where pursuant to identical charter of demands made by several unions, the management and a representative union reached a conciliation settlement to be operative immediately after the expiry of the previous settlement, held, the new settlement became binding on all workmen of the establishment including those belonging to a dissenting minority union — Principle of collective bargaining underlining the Act for resolving industrial disputes and maintaining peace, taken note of — Hence, during the existence of such a settlement, a dissenting minority union, which was not eligible for registration as a representative union, held, was not entitled to make an industrial dispute in respect of the demands left out in the new settlement Further held, in the said circumstances the notice given by such a minority union under S. 19(2) to terminate the earlier settlement was invalid — words and Phrases "Representative union"— Trade Unions Act, 1936, S.4."

Also referred 2006 Supreme Court Cases (L&S) 1 in which Hon'ble Supreme Court held- "Industrial Disputes Act, 1947-Ss. 25-F, 25-B, 11 and 10- Requirement of 240 days' continuous service-Onus to prove-Evidence to be led-Applicability of Evidence Act, 1872- Held, burden of proof lies on workman. It is for workman to adduce cogent evidence, both oral and documentary — mere affidavits or self-serving statements made by workman will not suffice-Evidence Act not applicable to proceedings under S. 10 ID Act-In cases involving daily—wagers, workman can only call upon employer to reproduce before court nominal muster roll for the given period and other documents if in existence— Drawing of adverse inference would ultimately depend thereafter on facts of each case — clarified, mere non-production of muster rolls per se, without plea of suppression by claimant workman will not be a ground for Tribunal to draw adverse inference against employer-Evidence Act, 1872—S. 114 II. (g) Applicability."

Also referred 2006 Supreme Court cases (L&S) 650 in which Hon'ble Supreme Court laid down—"Industrial Disputes Act, 1947—Ss. 25-F and 11-A—Termination-240 days' continuous work—Proof of workman bringing muster rolls on record, which establishing the same—Employer not leading any evidence to controvert the same—Hence reinstatement with back wages, held, justified.

Industrial Disputes Act, 1947—Ss. 25-F and 11-A—Termination-240 days' continuous work—Proof of workman examining himself in respect of—No question relating to period of work put in examination—Management witness admitting said period of work—Hence reinstatement with back wages, held, justified."

Another law referred is (1983) 4 SCC 214 in which Hon'ble Supreme Court laid down—

"Labour and services—Industrial Disputes Act, 1947—Section 2(s) Development Officers of L.I.C. are 'workmen'. Designation or name of post not decisive factors to be considered—Life Insurance Corporation of India (Staff) Regulations, 1960."

7. As per law laid down by Hon'ble Supreme Court the Development Officers are workman. No domestic enquiry was conducted by the management before terminating the services of the concerned workman even on Probation period. No report of the Manager of Dehri Branch office under which the concerned workman was working as Probation Development Officer was invited by the management. The termination order was passed ante-dated. It also shows high handedness of the management. The concerned workman has worked for more than 240 days in a calendar year.

Considering the above facts and law, I hold that the concerned workman is entitled to be reinstated in service w.e.f. 1-4-92 with 50% back wages.

8. In the result, I render the following award—

The act in file management of LIC of India, patna in terminating the services of Shri Umesh Prasad Chaudhary is not legal and just. Hence, the concerned workman is entitled to be reinstated in service from the date of his termination i.e. 1-4-1992 with 50% back wages. The management is directed to implement the award within 30 days from the date of publication of the award.

H.M. SINGH, Presiding Officer

दिनांक 28 मई, 2012

का.अ.2116.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वये में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधकों के समक्ष नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निरर्थक और विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या

सीजीआईटी-2/30 ऑफ 2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2012 को प्राप्त हुआ था।

[सं. एल-12011/8/2008 आईआर (बी II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 28th May, 2012

S.O. 2116.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/30 of 2008) of the Central Government Industrial Tribunal/Labour Court No.2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 17-5-2012.

[No. L-12011/8/2008-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, MUMBAI

PRESENT

K.B. KATAKE : Presiding Officer
Reference No. CGIT-2/30 Of 2008

Employers In Relation To The Management of Bank
of Maharashtra

The Chairman and Managing Director
Bank of Maharashtra
Lokmangal
1501, Shivaji Nagar
Pune-411 005. (MS).

AND

Their Workmen

The General Secretary
Bank of Maharashtra Karmachari Sangh
Mumbai Zone, Room No.279-B
Cawasjee Patel Street
Fort, Mumbai-400 023.

APPEARANCES:

For The Employer : Mr. M.B. Anchan
Advocate

For The Workmen : No appearance

Mumbai, dated the 6th March, 2012.

AWARD

The Government of India, Ministry of Labour & Employment by its Order No. L-12011/8/2008-IR (B-II), dated 15-05-2008 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10

of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

"Whether the term and condition No.4 contained in the 'Memorandum of Settlement' (Bipartite) dated 17-10-2006 is in contravention with the Memorandum of Settlement dated 13-4-1987 signed by the parties during the course of conciliation and also with the VIIIth Industry Level Bi-Partite Settlement dated 2-6-2005. If yes, to what relief the disputant union/employees are entitled?"

2. After receipt of the reference, both the parties were served with the notices. They appeared through their legal representatives. The second party union has filed its statement of claim at Ex-6. According to it, clause 4 of settlement dt. 17-10-2006 is in contravention of settlement dated 13-4-1987 and settlement dated 2-6-2005 and this clause 4 is liable to be quashed. Even otherwise entire settlement dt. 17-10-06 being illegal is liable to be quashed and set aside. According to them after bringing into operation the above settlement dated 17-10-2006, many employees throughout the country who otherwise are eligible to hold the post of Head Cashier-I were deprived of the said post on the ground that they have not passed the aptitude test. Few of the employees who have passed even the aptitude test but not interested to work in cash department were not given opportunity either to accept the offer or to reject the same which right was crystalized in the settlement dt. 13-4-1987. Therefore it violates principle of nature justice also. All the above types of employees have be deprived of their law full right of holding the post of Head Cashier-I or rejecting the said post only because of introducing unnecessary and uncalled for settlement dt. 17-10-2006 purported to have been signed by the management hand in glove with one of their favorite federation representing employees. It amount to unfair labour practice provided under Industrial Dispute Act, 1947. The settlement is not only unfair and illegal but it is anti-employees and also deserves to be quashed. The union has raised industrial dispute before the ALC (C). ALC (C) made an attempt of conciliation. As conciliation failed, on the report of ALC, Ministry of Labour & Employment has sent the reference to this Tribunal. The union therefore prays that the condition no.4 in the memorandum of settlement dt. 17-10-2006 be declared in contravention with the memorandum of settlement dt. 13-4-1987 signed by the management and the union during the course of conciliation and also with the VIII industry level Bi partite settlement dt 2-6-2005. The union also prays that the said condition no.4 in the settlement dt. 17-10-2006 be declare not binding on the members of second party union and the employees who have been deprived of the post of Head Cashier-I due to application of clause 4 of the settlement. They also prays

that the first party be directed to allot the post of Head Cashier-I to the employees who are entitled and desire to accept the same as per the earlier settlement.

3. The first party Bank resisted the statement of claim vide its written statement at Ex-11. According to them, the allegations made in the statement of claim are false. According to them, the skill test stipulated by the Bank for the post of Head Cashier-I has no significance. It is unnecessarily called for. The Bank has rightly stipulated condition of passing of skill test for the allowance carrying post for which use of computers is a must. The said skill test is stipulated as part of provisions of VIII Bi-Partite settlement dt. 2-6-2005. The union has accepted the fact that in the present era almost all the employees have to work on computer and manual work has become exceptional. Inspite of admitting this position the said union is disputing the action of the Bank of making Head Cashier-I to work online. Their stand is contrary to their prayer. The settlement dated 17-10-2006 was signed by the parties as per the future need and requirement. The second party has raised the instant dispute on behalf of very few in eligible employees who are not interested in working. The majority employees including members of the second party union have already derived benefits of the said memorandum settlement dt. 17-10-2006. The claim of the union is devoid of merit. Therefore the first party management prays that the reference be rejected.

4. By way of rejoinder Ex-14 the second party has denied the contents in the written statement.

5. Following are the issues for my determination as re-casted at Ex-15. I record my findings thereon for the reasons to follow:

Issues	Findings
1. Whether condition no. 4 of Bi-partite settlement dt. 17-10-2006 deserves to be quashed?	No.
2. What order?	As per final order

REASONS

Issue no.1 :

6. In this respect both the parties have not led any oral or documentary evidence on record. After perusing the pleadings of the parties it is revealed that the second party union has challenged condition 4 in the Bipartite settlement dt. 17-10-2006 by which passing of aptitude test is a pre-condition for the post of Head Cashier-I. According to the union such a condition was not in the earlier bi-

partite settlement dt. 13-4-1987 and 2-6-2005. Therefore the condition no. 4 is in continuation of the earlier settlement. In this respect it is rightly submitted on behalf of the first party management that to hold the post of Head Cashier-I, aptitude test is essential. It requires knowledge of computers. By introducing such a condition, it cannot be said that it is in violation of earlier bi-partite settlement. Earlier in the year 1987 knowledge of a computer may not be necessary to hold the post of Head Cashier-I. However knowledge of computer has become essential now not only to the Head Cashier-I but also to all the other employees working in the Bank. Even in all other offices, knowledge of computer is a pre-condition for the recruitment. It is introduced recently since the use of computer has become common in all the offices. In the circumstances, though it is additional qualification inserted for the post, in bi-partite settlement, it cannot be called in contravention to the earlier settlements. Sufficient knowledge of computer to a particular post is the need of the time. Therefore such a condition for the post of Head Cashier-I cannot be called contrary to the earlier settlements thus, need not be quashed. In this backdrop I come to the conclusion that the reference is devoid of merit and the condition no. 4 cannot be quashed. Accordingly I dispose this issue no.1 in the negative and proceed to pass the following order :

The reference stands rejected with no order as to cost.

Dated : 6-3-2012

K. B. KATAKE, Presiding Officer/Judge

नाई दिल्ली, 28 मई, 2012

का.अ. 2117.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वये, केन्द्रीय सरकार में, जे.एम. बखशी एंड कं. के प्रबंधकों के पदों नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/लाभ न्यायालय, नं. 2, मुम्बई के पंचाट (संदर्भ सख्या सीजीआईटी-2/38 ऑफ 2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2012 को प्राप्त हुआ था।

[स. एल-36011/2/2011-आईआर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 29th May, 2012

S.O. 2117.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.CGIT-2/38 of 2011) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation

to the management of M/s. J.M. Baxi & Co. and their workmen, which was received by the Central Government on 17-5-2012.

[No. L-36011/2/2011-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

K.B. KATAKE, Presiding Officer

REFERENCE NO.CGIT-2/38 of 2011

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

M/s. J.M. BAXI & CO.

The General Manager
M/s. J.M. Baxi & Co.
Colaco Building
Swatantra Path
Goa-403 802.

AND

THEIR WORKMEN

The General Secretary
Mormugao Waterfront Workers
Dr. Mukund Building
3rd floor
Goa-403 802.

APPEARANCES:

FOR THE EMPLOYER : Mr. Rohit Lobo, Advocate

FOR THE WORKMEN : No appearance

Goa Camp, dated the 15th March, 2012.

AWARD

The Government of India, Ministry of Labour & Employment by its Order No. L-36011/2/2011-IR (B-II), dated 18-07-2011 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of M/s. J.M. Baxi & Co. in discontinuing the employment of Shri Manohar Parab, Shri Narayan Harmalkar and Shri Krishna Nerulkar w.e.f. 03-05-2010 without following the due process of law is legal and justified? What relief the workmen are entitled to?"

2. After receipt of the reference, notices were issued to both the parties. Second party was duly served with

notice. Registered AD receipt to that effect is at Ex-4 A. The second party union though duly served, did not appear and file their statement of claim. Without Statement of claim, the reference cannot be decided on merits and the same deserves to be dismissed. Thus I pass the following order:

ORDER

Reference stands dismissed for want of prosecution.

Date : 15-03-2012

Camp : Goa

K.B. KATAKE, Presiding Officer, Judge

नई दिल्ली, 30 मई, 2012

का.आ. 2118.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ मैसूर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलौर के पंचाट (संदर्भ संख्या 39/2009 और 08/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.5.2012 को प्राप्त हुआ था।

[सं. एल 12012/28/2009-आईआर (बी 1),

सं. एल 12011/26/2009-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th May, 2012

S.O. 2118.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2009 & 08/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Mysore and their workmen, received by the Central Government on 30-5-2012.

[No. L-12012/28/2009-IR (B-I),

No. L-12011/26/2009-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 20th April, 2012

Present

SHRI S.N. NAVALGUND, Presiding Officer

C.R.No. 39/2009 & C.R. No. L. 08/2010

I Party

Shri H.V. Srinivasa,
Near Vijaya Bank,
Mafadi Town,

II Party

The Dy. General Manager,
State Bank of Mysore,
Bangalore Zone-II,

Tirumala,
Ramanagar District,
Tirumala-562120

BKG Complex, Avenue Road,
Bangalore

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute vide order Nos.L-12012/28/2009-IR (B-I) dated 13-07-2009 and L-12011/26/2009-IR-(BI) dated 14-10-2009 for adjudication on the following Schedule:

SCHEDULE

"Whether the action of the management of State Bank of Mysore Region II, Bangalore Zone in imposing the punishment of compulsory retirement from services of the Bank with Superannuation benefits in terms of clause 19.6 (C) of the bipartite settlement vide order dated 11-06-2005 to the applicant Shri H.V. Srinivasa, Ex. Cashier-cum-Godown Keeper is legal and justified? If not, to what relief the workman concerned is entitled?"

2. On receipt of the reference pursuant to the notices issued by this court both sides entered their appearance through their respective advocates and the first party filed claim statement on 6-10-2010 and the second party filed counter statement on 15-03-2011 respectively.

3. After completion of the pleadings touching the fairness of the Domestic Enquiry while raising a preliminary issue as to "whether the Domestic Enquiry conducted against the first party by the second party is fair and proper?", receiving the evidence of Presenting Officer in the Domestic Enquiry for the management as MW1 and marking the 28 documents i.e. the order of suspension dated 17-12-2002; charge sheet dated 14-02-2003; proceedings of the enquiry dated 25-06-2003; proceedings of the enquiry dated 10-07-2003; proceedings of the enquiry dated 24-07-2003; proceedings of the enquiry dated 07-08-2003; of the enquiry dated 20-11-2003; proceedings of the enquiry dated 5-01-2003; proceedings of the enquiry dated 12-01-2004; proceedings of the enquiry dated 14-01-2004; proceedings of the enquiry dated 16-01-2004; proceedings of the enquiry dated 5-03-2004; proceedings of the enquiry dated 19-03-2004; proceedings of the enquiry dated 15-04-2004; proceedings of the enquiry dated 16-04-2004; original documents marked on behalf of the second party in the enquiry exhibits BEX-1 to BEX-8; Summing up report of the Presenting Officer dated 28-04-2004; Written Brief of Defence Representative dated 12-05-2004; Findings of the enquiry officer dated 17-05-2004; views and comments on the findings of the enquiry officer by the first party;

Final show cause notice dated 22-02-2005; reply to the show cause notice dated 3-05-2005; proceedings of personal hearing given to the first party dated 4-05-2005; Orders of the Disciplinary Authority dated 11-06-2005 imposing the punishment of Compulsory Retirement from the services of the bank; orders of the disciplinary authority sent by regd.-post along with paper publication notice; appeal preferred by the first party dated 28-02-2006; Minutes of personal hearing dated 22-11-2006; final order of the Appellate Authority dated 30-01-2007 dismissing the appeal of first party as Ex. M1 to M14, when the learned advocate appearing for the first party fairly submitted that no grievance being made out requiring the Domestic Enquiry he has no cross examination to MWI and requested to hear the matter on merits. In view of the said submission made by the learned counsel for the first party on 5-08-2011 while discharging MWI from cross examination preliminary issue touching the fairness of Domestic Enquiry came to be answered in the affirmative and the learned advocates appearing for both sides were called upon to address their arguments on merits.

4. The learned advocate appearing for the first party while addressing his arguments on 8-09-2011 without highlighting the enquiry finding either being perverse or for any reason is unacceptable he simply urged since the temporary misappropriation made by the first party was just a sum of Rs. 1000 the Disciplinary Authority ought to have taken a lenient view and ought not to have punished him with a punishment of Compulsory Retirement as such the same may be reduced to some smaller punishment and the first party may be allowed to continue in service. Inter alia the learned advocate appearing for the second party while placing reliance on the decisions reported in 1995(1) I.L.J. Kar (DB) 1995(1) I.L.J. 233 (S.C.) 1000(II) I.L.J. 1395 (S.C.); 2001 AIR SCW 2330; 2006 SC cases (1 & S) 1002; JT 1989 (2) SC 132; 1999 (II) I.L.J. 155; 1997 (1) J.R. 605 (Karnataka DB); AIR 2002 SC 1345 and 1992 (2) SCC 317 urged that an employee of the bank holding position of cashier cum go down keeper retaining amount credited by a customer until it comes to the notice of the customer and the bank and then remitting the same through challan as evidenced in the instant case, being a gross misconduct on his part having regard to his earlier service as well as the amount involved the Disciplinary Authority instead of imposing the punishment of dismissal having imposed the punishment of Compulsory Retirement by which he would receive certain benefits there was no need to interfere in the punishment imposed. Thus he urged to reject the reference.

5. The first party while admittedly served as a Cashier cum Go down Keeper in Kudur Branch was served with a charge sheet which reads as under:

Charge Sheet

"It is alleged that while working as Cashier Godownkeeper at Kudur Branch you have committed certain grave irregularities and acts of omission and commission, in respect of which you are charged as under:

Charge I

On 29-06-2002 you have received a cash remittance of Rs. 1000 from Smt. Rathnamma which she had remitted for crediting it to her RD Account No. 4/1466 maintained at the branch. After receiving the said sum you have issued a counterfoil affixed with cash received seal and subscribed with your initials and also entered the remittance in the pass book of the account holder. However, you have failed to account the receipt in the Bank's books. Subsequently on 9-12-2002 it is only when the account holder had desired to close the account and receive back the balance amount, you have made good the said sum of Rs. 1 000 which act is prejudicial to the interest of the bank. Thus, you have committed an act of "gross misconduct" in terms of Clause 19.5j of the Bipartite Settlement. As you have committed acts of dishonesty, you have lost the confidence that the Bank had reposed on you for being continued in the services of the bank, the employees of which are required to enjoy the greatest confidence of the bank by observing a highest honesty.

Charge II

Shri R.S. Murthy, who was maintaining an RD Account No. 1735 had come to the branch to close his account and withdraw the balance available, you made a fictitious credit entry of Rs. 5000 in the RD ledger of the branch to give the said customer a belief that the actual balance in the account was Rs. 15,000 though the actual balance was Rs. 10000 so that the customer would not question the remittance of Rs. 5000 which he had made earlier and which he had not accounted in the Bank's books and thus enabled the customer to withdraw the sum of Rs. 15000 when he closed the account. Subsequently on 9-12-2002 when your acts committed as per Charge I came to the notice of the Branch Manager, you have made good the said sum of Rs. 5000 to the credit of the said RD Account No. 1735 of Shri R.S. Murthy under a pay in slip filled by you. Thus by misusing your official position you have deliberately made fictitious entries in the Bank's books and temporarily misappropriated Bank's funds of Rs. 5000, which is prejudicial to the interest of the Bank. Thus you have committed an act of "Gross misconduct" in terms of Clause 19.5j of the Bipartite Settlements. As you have committed acts of dishonesty you have lost the services of the

Bank, the employees of which are required to enjoy the greatest confidence of the Bank by observing a highest honesty.

Charge III

Shri M.S. Abdul Rehman, who was maintaining an RD account No. 1653 had come to the branch to close his account to withdraw the balance amount available. You made a fictitious credit entry of Rs. 1000 in the RD ledger of the branch to give the said customer a belief that the actual balance in the account was Rs. 24,000 though the actual balance was 23,000 so that the customer would not question the remittance of Rs. 1000 which he had made earlier and which he had not accounted in the Bank's books and thus enabled the customer to withdraw the sum of Rs. 24000 when he closed the account. Subsequently on 9-12-2002 when your acts committed as per Charge I came to the notice of the Branch Manager, you have made good the said sum of Rs. 1000 to the credit of the said RD Account 1653 of Shri M.S. Abdul Rehman under a pay in slip filled by you. Thus you have committed an act of "gross misconduct" in terms of Clause 19.5j of the Bipartite Settlement. As you have committed acts of dishonesty you have lost the confidence that the bank had reposed on you for being continued in the services of the bank, the employees of which are required to enjoy the greatest confidence of the bank by observing a highest honesty. You are therefore, called upon to submit your explanation for the aforesaid alleged charges within seven days from the date of receipt of this charge sheet, failing which it will be construed that you have no satisfactory reply to offer and further action will be initiated without further reference to you."

The Disciplinary Authority being not satisfied with the reply given by the first party initiated the Domestic Enquiry appointing Shri K. Jayasekaran as Enquiry Officer and Shri S. Jagadish as Presenting Officer. The Enquiry Officer after receiving the oral evidence of Shri Ranganathappa for the management as BW1 and exhibiting extract of RD Account of customers as BEX 1 to BEX 8, when the first party/CSE did not choose to lead any evidence after receiving the written briefs from both sides submitted his findings dated 14-02-2003 charge No. 1 being proved and Charge No. 2&3 being not proved. The Disciplinary Authority thereafter while forwarding the copy of the enquiry finding to the CSE issued show cause notice as to why he should not be dismissed from service and after affording the personal hearing passed the impugned order imposing the punishment of Compulsory Retirement from service of the bank with superannuation benefits in

terms of clause 19.6(c) of Bipartite Settlement. Since the Appellate Authority also after affording the personal hearing to the first party affirmed the punishment imposed by the Disciplinary Authority the CSE/first party placed the conciliation proceedings before the ALC(Central), Bangalore and on ALC submitting the failure report, the Central Government made this reference for adjudication.

6. Since the learned advocate appearing for the first party fairly submitted there being no reason to say the Domestic Enquiry being not fair and proper and the same came to be answered in favour of the management and the learned advocate also did not assail the enquiry finding as far as charge No. 1 is concerned which is held proved the only consideration for this court is as to whether the punishment of Compulsory Retirement imposed by the Disciplinary Authority upheld by the Appellate Authority is disproportionate to the charge of misappropriation proved against the first party.

7. Once the finding of the enquiry officer regarding misappropriation of a customer's money received by a Cashier remained undisturbed, absolutely I find no reason to show sympathy in relation to the punishment imposed on such bank official. Usually in case of misappropriation by a bank official that too a cashier entrusted with the duty of monetary transaction relating to the bank dismissal is an appropriate punishment. However, the disciplinary authority having regard to amount of misappropriation involved in the case on hand and fairly remitting the amount when the same came to light having imposed the punishment of Compulsory Retirement with Superannuation benefits it cannot be said that such a punishment imposed by the Disciplinary authority is disproportionate to the charge proved against the first party. Under the circumstances I find no reason to interfere either in the enquiry finding or punishment imposed by the Disciplinary Authority upheld by the Appellate Authority.

8. In respect of this very subject the Central Government having made two references one registered in CR No. 39/2009 and another registered in CR No. 8/10, both are disposed off through this common award.

9. Accordingly I pass the following award :

AWARD

The reference is rejected holding that the action of the management of State Bank of Mysore Region-II, Bangalore Zone in imposing punishment of compulsory retirement on Shri H.V. Srinivasa, Ex-Cashier cum Godown Keeper with Superannuating benefits is legal and justified and he is not entitle for any relief.

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 30 मई, 2012

का.अ. 2319.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुबन्ध में, केन्द्रीय सरकार स्टेट बैंक ऑफ बिकानेर एंड जयपुर के प्रबन्धकों के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अजमेर के पंचाट (संदर्भ संख्या 03/2009) को प्रकटित करती है, जो केन्द्रीय सरकार को 30-5-2012 को प्राप्त हुआ था।

[सं. का. 12012/55/2008-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th May, 2012

S.O. 2319.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 03/2009) of the Industrial Tribunal, Ajmer as shown in the Annexure in the Industrial Dispute between the management of State Bank of Bikaner & Jaipur and their workmen, received by the Central Government on 30-5-2012.

[No. L-12012/55/2008-IR (B-I)]

RAMESH SINGH, Desk Officer

अनुबन्ध

श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण, अजमेर
पीठासीन अधिकारी—श्री राजेश कुमार व्यास, आर.एच.जे.एस.

प्रकरण संख्या—आई.आई.टी.आर. 03/2009

रेकॉर्ड संख्या—एल-12012/55/2008 आई आर बी-1 दिनांक
10-7-08 श्री प्रबन्धकों से पुत्र श्री रामगोपाल सेन म. नं. 1485,
थोसी मोहल्ला, नसीरुद्दीन, जिला अजमेर (राज.)

-प्रार्थी

अग्रिम

1. दी मैनेजिंग डायरेक्टर,
स्टेट बैंक ऑफ बिकानेर एंड जयपुर,
तिलक मार्ग, जयपुर
2. दी नोटिफाइड डिप्टी चीफ ऑफिसर एंड असिस्टेंट जनरल
मेनेजर-111, स्टेट बैंक ऑफ बिकानेर एंड जयपुर,
जोनल ऑफिस, जयपुर

-अप्रार्थी

अवधि

प्रार्थी की ओर से : श्री राजेश खन्ना, अधिवक्ता
अप्रार्थीगण की ओर से : श्री एस. के. भार्गव, अधिवक्ता
दिनांक 25-4-2012

अवधि

1. श्रम विभाग, अजमेर सरकार द्वारा इस न्यायालय के
अधिनिर्णयार्थ निम्न रेफरेंस प्रेषित किया है :-

2. "Whether the action of the management of State Bank of Bikaner & Jaipur in terminating the services of Sri Bhanwar Lal S/o Sri Ramgopal Sen w.c.f. 30-6-2006, is fair and justified? To what relief is the concerned workman entitled?"

3. नोटिस के उपरांत उभयपक्ष उपस्थित आये। इस प्रकरण में आदेश दिनांक 17-4-2012 के द्वारा प्रार्थी के विरुद्ध की गयी विभागीय जांच को निष्पक्ष एवं विधि सम्मत घोषित किया जा चुका है। अतः अब हमें केवल दंडादेश की मात्रा/पर्याप्तता के बिंदु को ही निर्णीत करना शेष है।

4. प्रार्थी पक्ष की ओर से स्टेटमेंट ऑफ क्लेम में यह कहा गया है कि दंडिक आदेश परवर्स व गैर कानूनी है। प्रार्थी को नियमानुसार निर्वाह भत्ता नहीं मिलने से आर्थिक स्थिति खराब होने के कारण वह प्रभावशील तरीके से बचाव नहीं कर सका इसलिए दंडिक आदेश अपास्तनीय है। दंडिक आदेश किसी विश्वसनीय साक्ष्य पर आधारित नहीं है। दंडिक अधिकारी ने मस्तिष्क का प्रयोग किये बिना मैकेनिकल तरीके से दंडिक आदेश पारित कर दिया। प्रार्थी अप्रार्थी बैंक में अजमेर शाखा में कंप्यूटर ऑपरेटर पद पर स्थाई कर्मचारी के रूप में नियुक्त था। प्रार्थी को अप्रार्थी बैंक द्वारा आरोप पत्र दिनांक 3-11-04 जारी किया गया जिसमें उसके खिलाफ गबन व जालसाजी के गंभीर आरोप लगाये। प्रार्थी के स्वीकृत हस्ताक्षरों व विवादित हस्ताक्षरों का मिलान हैंड राइटिंग एक्सपर्ट से कराना चाहिए था लेकिन ऐसा नहीं किया गया, इस प्रकार प्रार्थी के हस्ताक्षर भी सिद्ध नहीं हुए हैं। अतः निवेदन किया कि प्रार्थी की दिनांक 30-6-06 को की गयी सेवा समाप्ति के आदेश को अवैध घोषित करते हुए समस्त पूर्व वेतन लागू सहित सेवा में निरंतरता रखते हुए बहाल करने का अवार्ड पारित करें।

5. जवाब में अप्रार्थीगण की ओर से कहा गया है कि प्रार्थी को पूर्ण सुनवाई का अवसर देने के बाद ही दिनांक 30-6-2006 को सेवा से डिसमिस किया गया। आगे क्लेम में वर्णित अधिकतर तथ्यों को नकारते हुए जवाब में अंकित किया है कि संपूर्ण जांच के बाद ही उस पर लगाये गये आरोपों को सिद्ध मानते हुए ही प्रार्थी को दोषी करार दिया था, प्रारंभिक जांच के आधार पर कोई दंडादेश पारित नहीं किया गया। प्रार्थी का कर्तव्य था कि वह अपने अधिकारों के लिये प्रार्थना पत्र प्रस्तुत करता। प्रार्थी को नियमित रूप से निलंबन काल भत्ता दिया जा रहा था, अतः वह कोई भी लाभ पाने का अधिकारी नहीं है। प्रार्थी को दंड के बिंदु पर व्यक्तिगत सुनवाई के समय भी समुचित अवसर दिया गया था। प्रार्थी को दिनांक 3-11-04 को एक आरोप पत्र गंभीर आरोपों व गबन व जालसाजी के बाबत दिया गया था और उसके द्वारा जवाब प्रस्तुत करने पर ही जांच अधिकारी नियुक्त किया गया था। अतः अंत में निवेदन किया कि प्रार्थी का क्लेम खारिज किया जावे।

6. पत्रावली का अवलोकन किया तथा बहस उभय पक्ष सुनी गई।

7. प्रार्थी की ओर से बहस में यह कहा गया है कि उसके विरुद्ध पारित दंडादेश आनुपातिक रूप से अत्यधिक कठोर है। अतः उसके विरुद्ध पारित दंडादेश को निरस्त किया जावे। विपक्षी की ओर

से बहस में यह कहा गया कि प्रार्थी के विरुद्ध जो आरोप साबित हुए हैं वे गंभीर प्रकृति के हैं। प्रार्थी ने बैंक के अनेक खाताधारियों के खातों से कपटपूर्ण तरीके से भुगतान प्राप्त कर गबन किया, फर्जी दस्तावेज जारी किये तथा बैंक खाताधारियों के फर्जी हस्ताक्षर कर राशि स्वयं ने प्राप्त की व अमानत में खयानत की। इस प्रकार प्रार्थी द्वारा गबन व जालसाजी का कृत्य किया गया, जो गंभीर है। अतः प्रार्थी के विरुद्ध पारित दंडादेश उचित और विधि-सम्मत है। प्रार्थी का क्लेम इस आधार पर खारिज करने का निवेदन किया।

8. पत्रावली पर उपलब्ध दस्तावेजों साक्ष्य का अवलोकन किया गया। प्रार्थी पर जो आरोप प्रदर्श एम-1 आरोप पत्र में अधिरोपित किये गये हैं, उनके अनुसार यह कथन है कि उसने बैंक के विभिन्न खाताधारियों के फर्जी हस्ताक्षर कर व कपटपूर्ण तरीके से स्वयं ने भुगतान प्राप्त किये तथा उक्त राशि को स्वयं के कार्य में ले लिया। प्रार्थी द्वारा इस प्रकार जालसाजी व गबन का कृत्य किया गया। प्रार्थी पर लगाये गये आरोप विभागीय जांच में साबित पाये जाने पर उसके विरुद्ध दंडादेश प्रदर्श एम-3 पारित किया गया है तथा प्रार्थी को सेवा पृथक् किया गया है। प्रार्थी द्वारा जो राशि इस प्रकार कपटपूर्ण तरीके से प्राप्त कर गबन करने का आरोप है, वह राशि छः लाख रुपये से अधिक बतायी गयी है। अतः प्रकरण में प्रार्थी पर लगाये गये आरोपों की प्रकृति व गंभीरता को देखते हुए प्रार्थी के विरुद्ध पारित दंडादेश आनुपातिक रूप से अधिक हो, यह प्रकट नहीं होता है। अतः प्रार्थी के विरुद्ध पारित दंडादेश उचित और विधि-सम्मत होना साबित होता है। अतः विवाद का उत्तर तदनुसार किया जाना न्यायसंगत होगा।

आदेश

फलतः प्रबंधन स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर द्वारा प्रार्थी भंवरलाल पुत्र श्री रामगोपाल सेन को दिनांक 30-6-2006 से सेवामुक्त किया जाना उचित एवं वैध है। अतः प्रार्थी भंवरलाल अप्रार्थीगण से अथवा इस न्यायालय से कोई राहत पाने का हकदार नहीं है। इस प्रकरण में पारित आदेश दिनांक 17-4-2012 को इस अवार्ड का ही भाग/पार्ट माना जावे।

मनोज कुमार व्यास, न्यायाधीश

CORRIGENDUM

New Delhi, the 30th May, 2012

S.O. 2120.—The following amendment is made to the Notification [bearing F. No. 1-42011/15/2006-IR(DU), dated 06-02-2012] regarding publishing the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad in the industrial dispute between the employers in relation to the management of Central Fuel Research Institute and their workman :

In Line 3 of the Notification :

For : (Ref. No. 100/94/7)

Read : (Ref. No. 18/2007)

[No. 1-42011/15/2006-IR (DU)]

RAMESH SINGH, Desk Officer

नई दिल्ली, 30 मई, 2012

का.आ. 2121.—राष्ट्रपति, श्री जयंत कुमार सेन को, 11-05-2012 (F/N) से केन्द्रीय सरकार औद्योगिक न्यायाधीकरण-सह-श्रम न्यायालय, आसनसोल, के पीठासीन अधिकारी के रूप में 65 वर्ष की आयु पूरी होने अर्थात् 25-11-2016 तक अथवा अगले आदेशों तक, जो भी पहले हो, नियुक्त करती है।

[सं. ए. 11016/03/2011 सीएनएम II]

अजय जोशी, अवर सचिव

New Delhi, the 30th May, 2012

S.O. 2121.—The President is pleased to appoint Shri Jayanta Kumar Sen as Presiding Officer of the Central Government Industrial Tribunal-cum-Labour Court, Asansol w.e.f. 11-5-2012 (F/N) for a period upto 25-11-2016 i.e. till attaining the age of 65 years or until further orders, whichever is earlier.

[No. A-11016/03/2011-C.I.S-II]

AJAY JOSHI, Under Secy.

नई दिल्ली, 31 मई, 2012

का.आ. 2122.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 31/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2012 को प्राप्त हुआ था।

[सं. एल-22012/148/2011 आई आर (सीएम) 1]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st May, 2012

S.O. 2122.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 31/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure, in the Industrial Dispute between the management of Western Coalfields Limited, and their workmen, received by the Central Government on 30-5-2012.

[No. 1-2012/148/2011-IR (CM-IB)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/31/2011-12

Date : 09-5-2012

Party No. 1 : The General Manager,
Western Coalfields Ltd., Kanhan Area,
Dungaria, Chhindwara (MP).

Versus

Party No. 2 : The President,
Rashtriya Koyla Khadan Mazdoor
Sangh (INTUC),
Kanhana Area, Durgaria,
Chhindwara (MP).

AWARD

(Dated : 9th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Western Coalfields Ltd., and their workman, Shri Govardhan Pawar, for adjudication, as per letter No. I-22012/148/2011-IR (CM-II) dated 18-11-2011, with the schedule in Hindi language, the English Version of which is as follows :

"Whether the action of the management of Kanhana Area Hospital of M/s. WCL in imposing penalty of stoppage of one increment vide order dated 25/27-1-2010 against Shri Govardhan Pawar, Assistant Foreman is legal and justified? To what relief the workman concerned is entitled?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement on 01-02-2012. However, the parties remained absent on 01-02-2012, so the case was adjourned to 11-04-2012. On 11-04-2012 also parties remained absent, in spite of sufficient service of the notice sent to them by registered post with acknowledgement due. So, a last chance was given to the petitioner to file the statement of claim and the case was posted to 09-05-2012 for filing of statement of claim and documents by the petitioner.

On 09-05-2012, neither the petitioner nor anybody else on its behalf appeared in the Court. No statement of claim was also filed. Management filed vakalatnama duly accepted by Shri A.K. Sashi to represent them.

3. As no statement of claim has been filed by the petitioner in spite of giving sufficient opportunities for filing the same, it is held that the petitioner is not interested to proceed with the case any further and there exists no industrial dispute between the parties. Hence, it is ordered :

ORDER

The award be treated as "no dispute" award. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 31 मई, 2012

का.आ. 2123.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय आसनसोल के पंचाट (संदर्भ संख्या 25/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2012 को प्राप्त हुआ था।

[सं. एल-22012/136/2005 आई आर (सीएम-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st May, 2012

S.O. 2123.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the Industrial Dispute between the management of M/s. Eastern Coalfields Limited and their workmen, received by the Central Government on 30-5-2012.

[No. L-22012/136/2005-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
ASANSOL**

PRESENT : Sri Kishori Ram,
Presiding Officer/Link Officer

REFERENCE No. 25 of 2006

PARTIES : The Agent, Jemehari (R) Colliery of
M/s. ECL, Bidhanbag, Burdwan.

Vs.

Sh. Ajay Singh

REPRESENTATIVES:

For the management : Sri P.K. Goswami, Advocate

For the union (Workman) : Sri R. Kumar

INDUSTRY: COAL**STATE: WEST BENGAL**

Dated - 27-04-2012

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. I-22012/136/2005-IR (CM-II), dated 14-7-2006 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Jemehari (R) Colliery of M/s. Eastern Coalfields Limited in dismissing Sh. Ajay Singh is legal and justified? If not, to what relief the workman is entitled to?”

Having received the Order No. L-22012/136/2005- IR (CM-II) dated 14-7-2006 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 25 of 2006 was registered on 9-8-2006 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed for submission of their written statement, documents and list of witnesses.

Sri R. Kumar files a petition praying therein for closure of the case as the case has already been settled amicably and the workman, Sri Ajay Singh has been allowed to join duty. An office order bearing Ref. No. SAT/PER/Re-instatement/2011/326 dated 27-9-2011 along with Form ‘H’ duly signed by authorized representative of the management and Sri Ajay Singh. The concerned workman from the office of the General Manager, Satgram Area has been received by post on 7-10-11 which shows that the case has been settled and the workman has been posted at Modern Satgram Colliery.

Considering the above facts, the case is closed and accordingly it is awarded that case has been settled as per for ‘H’ memorandum of settlement between both the parties as an integral part of it. The terms and conditions of the settlement shall be binding upon both the parties. Hence, it is ordered.

ORDER

Let an “Award” be and same is passed as per above. Form ‘H’ containing terms and conditions do form as an integral part of the Award. Send the copies of the award to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

KISHORI RAM, Presiding Officer/Link Officer

FORM ‘H’

(See Rule 58) under Industrial Dispute

Central Rules, 1957

Memorandum of settlement arrived at between Sri Ajay Singh, Ex. Ug. Loader, UM No. 118862 of Modern Satgram Colliery and Management of Satgram Area (ECL).

Representative of Management

1. Sri N. Jha, General Manager, Satgram Area.
2. Sri J.S. Sayare, Dy. C.P.M., Satgram Area.

3. Sri Siraj Anwar, P.M. Jemehari (R) Colliery.**Ex. Workman concerned**

1. Sri Ajay Singh
Ex. Loader, UM No. 118862
Modern Satgram Colliery

Short recital of the case

1. Sri Ajay Singh Ex. Ug. Loader, U.M.No. 118862 of Modern Satgram Colliery was charge sheeted for absenting from duty from 06-11-1998. A departmental enquiry was conducted, wherein the charges were proved and accordingly Sri Ajay Singh was terminated from his services on dismissal vide letter No. SAT/GM PER/C/97/131 (B), dated 21-4-06-05-1999.
2. Sri Ajay Singh Ex. Ug. Loader, U.M. No. 118862 of Modern Satgram Colliery had submitted mercy application for his re-instatement in service and the Competent Authority, ECL has been pleased to approve re-instatement of his service on revocation of his aforesaid order of dismissal without payment of any back wages subject to ascertaining his medical fitness as communicated by P.M (L & IR), ECL, HQ vide letter Ref. No. ECL/CMD/C-6 (D)/ML/11/DA/64, dated 17/18-1-2011.

TERMS AND CONDITION OF SETTLEMENT

1. Agreed that Sri Ajay Singh, Ex. Ug. Loader, U.M.No. 118862 of Modern Satgram Colliery will be re-instated in service in his previous designation as he has been declared FIT FOR ANY JOB IN MINES by the competent medical board, Satgram Area and to be posted in any of the colliery under Satgram Area where there is requirement.
2. Agreed that this settlement resolves the dispute fully and finally. Neither the workman concerned nor his Union shall raise any dispute in any forum court of law after this settlement in this regard. Even he has assured for unconditional withdrawal of his CGFI case bearing Ref. No. 25 of 2006 pending at CGIT Asansol before his re-instatement. It is also agreed that the person concerned will also submit a “NO DISPUTE” certificate in this regard to the management. Process for his Re-instatement in service will be made accordingly.
3. Colliery Authority have confirmed vide Ref. No. JCR PER/Re-instatement/2011/149 dated 16-6-2011 that Sri Ajay Singh has not withdrawn his CMPE accumulation and Gratuity amount.
4. Agreed that the Ex-employee concerned will not be entitled for any back wages for the period of his idleness and the period of his absence/idleness shall be treated as DIES-NON.

5. Agreed that the Ex-employee will be allowed the benefit of continuity of service for the period of his idleness for the purpose of computation of his final gratuity payment only,
6. Agreed that the ex-employee on such re-instatement in service shall be on probation for a minimum period of One (1) year and the same will be confirmed only on receipt of satisfactory performance certification on expiry of probation period by CGM/GM of the area.
7. Agreed that the instant settlement has been arrived with the free consent of the ex-workman concerned as he has found the settlement to be reasonable, just and free from any kind of influence.
8. Agreed that a copy of this Memorandum of Settlement shall be sent to the Regional Labour Commissioner (C), Asansol, for registration as per I.D.Act, 1947.
9. The workman will submit his undertaking that in future he will not commit the misconduct of unauthorised and/or habitual absence from duty.

The Agreement is signed by both the parties on 1-9-2011.

Management Representative

1. Sd/-
(N. Jha)
General Manager
Satgram Area
2. Sd/-
(J. S. Sayare)
Dy. Chief Personnel Manager
Satgram Area
3. Sd/-
(Siraj Anwar)
Personnel Manager
Jemchhari (R) Colliery

Ex. Workman Concerned

Sd/-
(Sri Ajai Singh)
Ex. UG/Loader, Modern Satgram Colliery
UM No. 118862

WITNESSES

Name	Designation	U.M. No.	Area/Colliery	Signature	
1. Sri Tetara Bhuia,	Roof Bolter	106886	Pure Scarsole Colly.	/Sat. Area	Sd/-
2. Sri Charan Munda	Ug.Loader	119977	Jemchhari @ Colly.	/Sat. Area	Sd/-

नई दिल्ली, 31 मई, 2012

का.आ. 2124.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डबल्यू. सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 3/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31 5 2012 को प्राप्त हुआ था।

[सं. एल 22013/1/2012 आई आर (सी II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st May, 2012

S.O. 2124.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Complaint No. 3/2011) of the Central Government Industrial Tribunal Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of WCL and their workman, which was received by the Central Government on 31-5-2012.

[No. I-22013/1/2012-IR (C-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

No. CGIT/NGP/APP/3/2011-12

Dated : 23-4-2012

Advocates for both the parties are present. Advocate for the party no.2 files an application for withdrawal of the case.. Copy of the application is served on the advocate for the party no. 1. Heard. put up later on for orders.

J.P. Chand, Presiding Order

Party No. 1 : Western Coal Fields Limited
Coal Estate, Civil Lines,
Nagpur
Through its Chairman-Cum- Managing
Director.

: The General Manager,
WCL, Patherkheda, Distt. Betul (MP).

V/s

Party No. 2 : Nitesh S/o. Jagdish Jaiswal
Aged about 32 yrs, Occ-Nill
R/o. Opposite G. S. College,
Amrut Niketan, Flat no. 12,
Gorepeth, Nagpur.

This order arises out of the, petition filed by the party no. 2, for withdrawal of the case with liberty to approach the appropriate forum.

2. The facts leading to the filing of the present application are as follows:

The party no.2 filed an application u/s. 2-A (2) of the Industrial Disputes Act, 1947 ("the Act" in short) making prayers to direct the management to provide him duty in view of the appointment order issued to him dated 01/02-03-2004.

3. The party no.1 in their written statement pleaded inter-alia that the application under section 2-A(2) of the Act is not maintainable, as this Tribunal has no jurisdiction to entertain the same, on the ground that the claim of the party no.2 pertains to refusal of employment and is not a case of dismissal or termination of services and the application made by party no.2 before the Asstt. Labour Commissioner (C), Nagpur is pending for discussion and the application filed by party no.2 u/s. 2-A (2) of the Act is liable to be rejected.

4. In view of such objection, the party no.2 filed the application for withdrawal of the case, on the ground that the case is not maintainable before this Tribunal. The party no. 2 has also prayed for giving him liberty to approach the appropriate forum for redress.

5. Perused the record. Admittedly, sub-section 2 of Section 2-A of the Act provides that, "Notwithstanding anything contained in Section 10, any such workman as is specified in sub-section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of 45 days from the date he has made the application to the conciliation officer of the appropriate, government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to by the appropriated government in accordance with the provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate government."

It is clear from sub-section (2) of Section 2-A of the Act that the same is applicable only in case of discharges, dismisses, retrenches. or otherwise terminates the services of an individual workman and is not applicable to any other case. As the application filed by the party no.2 under sub-section 2 of Section 2-A of the Act is to direct the party no.1 to provide duty to him and is not a case of discharge, dismiss, retrenchment or otherwise termination the services, filing of the application directly before the Tribunal is not maintainable.

Hence, In the interest of justice, the application for withdrawal of the case is allowed. It is ordered:—

ORDER

The application for withdrawal of the case is allowed. The case be treated as withdrawn. The application filed by the party no. 2 for withdrawal of the case be made part of the order, the party no. 2 is given the liberty to approach the appropriate forum for redress.

J. P. CHAND, Presiding Officer

नई दिल्ली, 31 मई, 2012

का.आ. 2125.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (आई.डी. संख्या 245/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31 5 2012 को प्राप्त हुआ था।

[सं. एल-22012/147/2003 आई आर (सीएम II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st May, 2012

S.O. 2125.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 245/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, and their workman, received by the Central Government on 31-5-2012.

[No. L-22012/147/2003-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGPI/245/2003 Date: 16-5-2012

Party No. 1 : The District Manager,
Food Corporation of India,
Ajni, Nagpur- 440015.

: The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha
Road, Churchgate, Mumbai- 400020.

Versus

Party No. 2 : The Secretary,
Rashtriya Mazdoor Sena,
Hind Nagar, Ward No. 2,
Near Boudha Vihar, Post: Wardha,
Distt. Wardha (MS)

AWARD

(Dated : 16th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of FCI and their workman, Shri Rajesh T. Deshbhratar, for adjudication, as per letter No.I.-22012/147/2003-IR (CM-II) dated 08-12-2003, with the following schedule:

"Whether the action of the management of Food Corporation of India, Nagpur (MS) in terminating the services of Shri Rajesh T. Deshbhratar, Security Guard w.e.f. 14-3-1999 is legal & justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the Union, "Rashtriya Mazdoor Sena", ("the union" in short) filed the statement of claim on behalf of the workman, Shri Rajesh T. Deshbhratar, (the workman" in short) and the management of Food Corporation of India, ("Party No. 1" in short) filed its written statement.

The case of the workman as projected in the statement of claim is that he was initially engaged as a security guard in Food Corporation of India, ("FCI" in short), Wardha depot through a contractor on 20-12-1993 and he was in continuous service till 14-3-1999, without any break and he had completed more than 240 days of work in each year and all of a sudden, party no. 1 illegally and unlawfully terminated his services orally on 14-3-1999 and before termination of his services, neither one month's notice nor one month's pay in lieu of notice nor retrenchment compensation was given to him by party no. 1, as required under section 25-F of the Act and after termination of his services, fresh hand had been engaged in his place by the party no. 1, violating the provisions of Section 25- H of the Act and the work of security guard is of a perennial nature and on the date of termination of his services, ample work was available with party no. 1 and homeguards and police personnel were engaged by the party no. 1 in his place and, therefore, the termination of his services is ab-initio void and the same is illegal and unlawful and he is entitled for reinstatement in service with continuity and full back wages. The further case of the workman is that though his engagement was through a contractor, such, contract was made only on paper and after every two years, party no. 1 had changed the contractor on paper only and neither he himself nor any other security guard was actually disturbed from services and he was working under the direct control and supervision of party no.1. Prayer has been made for the

reinstatement of the workman in service with continuity and full back wages.

3. The party no. 1 in its written statement has pleaded inter-alia that the workman was engaged by the contractor as a security guard at the FCI depot and the said contractor is a necessary party in this case and in his absence, the proceeding is not maintainable and the workman was never in its service and as the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of the contract given to the contractor for providing security services was 1998, which was extended as per the terms and conditions till March, 1999 and as such, there was no question of termination of the service of the workman by it or following the procedure of termination as provided under section of 25- F of the Act and the workman had never completed 240 days of work in a year as alleged and it had no connection whatsoever with the workman and there was no master and servant relationship between it and the workman at any point of time and it has been exempted by the Central Government under section 10 of the Contract Labour (Abolition and Regularisation) Act and there was also no violation of Section 25-H of the Act and the work of providing security guards was given to the Government agencies like police and homeguards and as such, the workman is not entitled to claim any relief and the workman had never worked under its direct supervision and control and it had no control over the appointment and service conditions of the workman, who was an employee of the security agency and in writ petition no. 1389/1999 and W.P. No. 6916/2000, the Hon'ble High Court Judicature of Bombay, Nagpur Bench, Nagpur have been pleased to hold that, "the termination of the workman by the contractor was a valid one" and its action was also valid one and as such, the decisions of the Hon'ble Court operate as res-judicata between the parties and this Tribunal has no jurisdiction to consider the legality of the judgment passed by the Hon'ble High Court and the workman is not entitled to any relief.

4. It is necessary to mention here that though the workman had filed his evidence on affidavit, subsequently, he did not appear in the court for his cross-examination. The workman remained absent on 21-9-2010 and thereafter. As the workman did not appear for his cross-examination, by order dated 23-6-2011, his evidence was expunged and evidence from his side was closed.

The party no.1 filed the evidence of Shri Suresh N. Bokade on affidavit in support of its claims. The evidence of the said witness remained unchallenged, as none appeared on behalf of the workman to cross-examine him. Due to the continuous absence of the workman, order was passed to proceed with the case ex-parte against him on 10-4-2012.

5. It is well settled that when a workman raises a dispute challenging the validity of the termination of his services, it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or to produce evidence, the dispute referred by the Government cannot be answered in his favour and he could not be entitled to any relief.

In this case also, the workman has failed to produce any evidence in support of his claim and as such, the reference cannot be answered in his favour and he is not entitled to any relief. Hence, it is ordered:—

ORDER

The action of the management of Food Corporation of India, Nagpur (MS) in terminating the services of Shri Rajesh T. Deshbhratar, Security Guard w.e.f. 14-3-1999 is legal & justified. The workman is not entitled to any relief.

J.P.CHAND, Presiding Officer

नई दिल्ली, 31 मई, 2012

का.आ. 2126.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 43/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2012 को प्राप्त हुआ था।

[सं. एल 22012/73/2002 आई-आर (सीएम-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st May, 2012

S.O. 2126.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 43/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of M/s. Eastern Coalfields Limited, and their workman, received by the Central Government on 31-5-2012.

[No. I.-22012/73/2002-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT : Sri Kishori Ram, Presiding Officer/Link Officer.

Reference No. 43 of 2002

PARTIES: Industrial Dispute between the
Management of Amritnagar Colliery of ECL

Vrs.

Their Workman

REPRESENTATIVES:

For the management : Sri P.K. Das, Advocate.

For the Union (Workman) : None

Industry : Coal

State : West Bengal

Dated the 04-5-2012

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/73/2002-IR (CM-II) dated 08-10-2002 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the demand of the Colliery Mazdoor Sabha from the management of ECL Amritnagar Colliery, that Sh. H.K. Prasad, General Mazdoor may be regularized in the clerical Grade is just and fair? If so, to what relief is the workman entitled and from what date?”

On receipt of the Order No. L-22012/73/2002-IR (CM-II) dated 08-10-2002 of the above mentioned reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 43 of 2002 was registered on 28-10-2002 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

The union/workman is not appearing since long, despite registered notices and also not taking any step from 28-12-2006. It seems that the union is no more interested to proceed with the case. The case is closed and accordingly an order of No Dispute is hereby passed.

ORDER

Let an award be and same is passed in terms of the above finding as No Dispute exiting. Send the two copies of the award to the Ministry of Labour & Employment, Govt. of India, New Delhi for information and needful. The reference is accordingly disposed of.

KISHORI RAM, Presiding Officer/Link Officer

नई दिल्ली, 31 मई, 2012

का.आ. 2127.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधन के संबद्ध मियोबकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (आई.डी. संख्या 276/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2012 को प्राप्त हुआ था।

[सं. एल-22012/200/2003-आई आर (सीएम-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st May, 2012

S.O. 2127.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 276/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, and their workman, received by the Central Government on 31-5-2012.

[No. L-22012/200/2003-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING
OFFICER, CGIT-CUM-LABOUR COURT,
NAGPUR

Case No. CGIT/NGP/276/2003

Date: 16-5-2012

Party No. 1 : The District Manager,
Food Corporation of India,
Ajni, Nagpur-440015.

The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha Road,
Churchgate, Mumbai-400020.

Versus

Party No. 2 : The Secretary,
Rashtriya Mazdoor Sena,
Hind Nagar, Ward no. 2,
Near Boudha Vihar, Post: Wardha,
Distt. Wardha (MS)

AWARD

(Dated : 16th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the

management of FCI and their workman, Shri Prashant Pandurang Ramteke, for adjudication, as per letter No. L-22012/200/2003-IR (CM-II) dated 08-12-2003, with the following schedule:—

"Whether the action of the management of Food Corporation of India, Nagpur (MS) in terminating the services of Shri Prashant Pandurang Ramteke, Security Guard w.e.f. 14-3-1999 is legal & justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the Union, "Rashtriya Mazdoor Sena", ("the union" in short) filed the statement of claim on behalf of the workman, Shri Prashant Pandurang Ramteke, ("the workman" in short) and the management of Food Corporation of India, ("Party No. 1" in short) filed its written statement.

The case of the workman as projected in the statement of claim is that he was initially engaged as a security guard in Food Corporation of India, ("FCI" in short), Wardha depot through a contractor on 2-4-1994 and he was in continuous service till 14-3-1999, without any break and he had completed more than 240 days of work in each year and all of a sudden, party no. 1 illegally and unlawfully terminated his services orally on 14-3-1999 and before termination of his services, neither one month's notice nor one month's pay in lieu of notice nor retrenchment compensation was given to him by party no. 1, as required under section 25-F of the Act and after termination of his services, fresh hand had been engaged in his place by the party no. 1, violating the provisions of Section 25- H of the Act and the work of security guard is of a perennial nature and on the date of termination of his services, ample work was available with party no. 1 and homeguards and police personnel were engaged by the party no. 1 in his place and therefore, the termination of his services is ab-initio void and the same is illegal and unlawful and he is entitled for reinstatement in service with continuity and full back wages. The further case of the workman is that though his engagement was through a contractor, such contract was made only on paper and after every two years, party no. 1 had changed the contractor on paper only and neither he himself nor any other security guard was actually disturbed from services and he was working under the direct control and supervision of party no. 1. Prayer has been made for the reinstatement of the workman in service with continuity and full back wages.

3. The party no. 1 in its written statement has pleaded inter-alia that the workman was engaged by the contractor as a security guard at the FCI depot and the said contractor is a necessary party in this case and in his absence, the proceeding is not maintainable and the workman was never

in its service and as the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of the contract given to the contractor for providing security services was 1998, which was extended as per the terms and conditions till March, 1999 and as such, there was no question of termination of the service of the workman by it or following the procedure of termination as provided under section 25-F of the Act and the workman had never completed 240 days of work in a year as alleged and it had no connection whatsoever with the workman and there was no master and servant relationship between it and the workman at any point of time and it has been exempted by the Central Government under section 10 of the Contract Labour (Abolition and Regulation) Act and there was also no violation of Section 25-H of the Act and the work of providing security guards was given to the Government agencies like police and homeguards and as such, the workman is not entitled to claim any relief and the workman had never worked under its direct supervision and control and it had no control over the appointment and service conditions of the workman, who was an employee of the security agency and in writ petition no. 1389/1999 and W.P. No. 6916/2000, the Hon'ble High Court Judicature of Bombay, Nagpur Bench, Nagpur have been pleased to hold that, "the termination of the workman by the contractor was a valid one" and its action was also valid one and as such, the decisions of the Hon'ble Court operate as res-judicata between the parties and this Tribunal has no jurisdiction to consider the legality of the judgment passed by the Hon'ble High Court and the workman is not entitled to any relief.

4. It is necessary to mention here that though the workman had filed his evidence on affidavit, subsequently, he did not appear in the court for his cross-examination. The workman remained absent on 21-9-2010 and thereafter. As the workman did not appear for his cross-examination, by order dated 23-6-2011, his evidence was expunged and evidence from his side was closed.

The party no. 1 filed the evidence of Shri Suresh N. Bokade on affidavit in support of its claims. The evidence of the said witness remained unchallenged, as none appeared on behalf of the workman to cross-examine him. Due to the continuous absence of the workman, order was passed to proceed with the case ex-parte against him on 10-4-2012.

5. It is well settled that when a workman raises a dispute challenging the validity of the termination of his services, it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or to produce evidence, the dispute referred by the Government cannot be answered in his favour and he could not be entitled to any relief.

In this case also, the workman has failed to produce any evidence in support of his claim and as such, the reference cannot be answered in his favour and he is not entitled to any relief. Hence, it is ordered:

ORDER

The action of the management of Food Corporation of India, Nagpur (MS) in terminating the services of Shri Prashant Pandurang Ramteke, Security Guard w.c.f. 14-3-1999 is legal & justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 31 मई, 2012

का.आ. 2128.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (आईडी संख्या 302/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 31-5-2012 को प्राप्त हुआ था।

[सं. एल-22012/279/2003 आई आर (सीएम II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st May, 2012

S.O. 2128.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 302/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India and their workmen, received by the Central Government on 31-5-2012.

[No. L-22012/279/2003-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/302/2003 Date: 16-05-2012

Party No. 1 :

The District Manager,
Food Corporation of India, Ajni,
Nagpur-440015.

The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha Road,
Churchgate, Mumbai-400020

Versus

Party No. 2

The Secretary,
Rashtriya Mazdoor Sena, Hind Nagar
Ward No.2, Near Hind Nagar Vihar, Post:
Wardha, Dist. Wardha (MS)

AWARD

(Dated 18th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of FCI and their workman, Shri Hamchandra T. Ukade, for adjudication, as per letter No.L-22012/279/2003-IR (CM-II) dated 08-12-2003, with the following schedule:—

"Whether the action of the management of Food Corporation of India, Nagpur (MS) in terminating the services of Shri Hamchandra T. Ukade, Security Guard, w.e.f. 14-3-1999 is legal & justified? If yes, to what relief the concerned workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly the Union, "Rashtriya Mazdoor Sena", ("the union" in short) filed the statement of claim on behalf of the workman, Shri Hamchandra T. Ukade, ("the workman" in short) and the management of Food Corporation of India ("FCI" in short) filed its written statement.

The case of the workman as projected in the statement of claim is that he was initially engaged as a security guard in Food Corporation of India, ("FCI" in short), Wardha depot through a contractor on 15-7-1993 and he was in continuous service till 14-3-1999, without any break and he had completed more than 240 days of work in each year and after a notice dated 14-3-1999, he was illegally and unlawfully terminated his services by party no. 1 on 14-03-1999 and before termination of his services, neither one month's notice nor one month's pay in lieu of notice nor retrenchment compensation was given to him by party no. 1, as required under Section 25-F of the Act and after termination of his services, fresh hand has been engaged in his place by the party no. 1, violating the provisions of Section 25-H of the Act and the work of security guard is of a perennial nature and on the date of termination of his services, ample work was available with party no. 1 and homeguards and police personnel were engaged by the party no. 1 in his place and therefore, the termination of his services is ab-initio void

and the same is illegal and unlawful and he is entitled for reinstatement in service with continuity and full back wages. The further case of the workman is that though his engagement was through a contractor, such contract was made only on paper and after every two years, party no. 1 had changed the contractor on paper only and neither he himself nor any other security guard was actually disturbed from services and he was working under the direct control and supervision of party no. 1. Prayer has been made for the reinstatement of the workman in service with continuity and full back wages.

3. The party no. 1 in its written statement has pleaded inter alia that the workman was engaged by the contractor as a security guard at the FCI depot and the said contractor is a necessary party in this case and in his absence, the proceeding is not maintainable and the workman was never in its service and as the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of the contract given to the contractor for providing security services was 1998, which was extended as per the terms and conditions till March, 1999 and as such, there was no question of termination of the service of the workman by party no. 1. The procedure of termination as provided under section 25-F of the Act and the workman had never completed 240 days of work in a year as alleged and it had no connection whatsoever with the workman and there was no master and servant relationship between it and the workman at any point of time and it has been exempted by the Central Government under section 10 of the Contract Labour (Abolition and Regularisation) Act and there was no violation of section 25-H of the Act and the work of providing security guards was given to the Government agencies like police and homeguards and as such, the workman is not entitled to claim any relief and the workman had never worked under its direct supervision and control and it had no control over the appointment and service conditions of the workman, who was an employee of the security agency and in writ petition No. 1339/1999 and W.P. No. 6916/2000, the Hon'ble High Court Judicature of Bombay, Nagpur Bench, Nagpur have been pleased to hold that, "the termination of the workman by the contractor was a valid one" and its action was legal and as such, the decisions of the Hon'ble Court are final and binding judicata between the parties and this Tribunal has no jurisdiction to consider the legality of the termination by the Hon'ble High Court and the workman is not entitled to any relief.

4. It is necessary to mention here that though the workman had filed his evidence on affidavit, subsequently, he did not appear in the court for his cross-examination. The workman remained absent on 21-9-2010 and thereafter. As the workman did not appear for his cross-examination, by order dated 23-6-2011, his evidence was expunged and evidence from his side was closed.

The party no. 1 filed the evidence of shri Suresh N. Bokade on affidavit in support of its claims. The evidence of the said witness remained unchallenged, as none appeared on behalf of the workman to cross-examine him. Due to the continuous absence of the workman, order was passed to proceed with the case ex-parte against him on 10-04-2012.

5. It is well settled that when a workman raises a dispute challenging the validity of the termination of his services, it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or to produce evidence, the dispute referred by the Government cannot be answered in his favour and he could not be entitled to any relief.

In this case also, the workman has failed to produce any evidence in support of his claim and as such, the reference cannot be answered in his favour and he is not entitled to any relief. Hence, it is ordered:—

ORDER

The action of the management of Food Corporation of India, Nagpur (MS) in terminating the services of Shri Hamchandra T. Ukade, Security Guard w.e.f. 14-3-1999 is legal & justified. The workman is not entitled to any relief.

J.P. CHAND, Presiding Officer

नई दिल्ली, 31 मई, 2012

का.आ. 2129.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (आईडी संख्या 274/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 31-5-2012 को प्राप्त हुआ था।

[सं. एल. 22012/194/2003-आई आर (सीएम-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st May, 2012

S.O. 2129.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 274/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India and their workmen, received by the Central Government on 31-5-2012.

[No. I.-22012/194/2003-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SRI J.P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/274/2003

Date: 16-5-2012.

Party No.1

The District Manager,
Food Corporation of India, Ajni,
Nagpur- 440015

The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha Road,
Churchgate, Mumbai- 400020

Versus

Party No. 2

The Secretary,
Rashtriya Mazdoor Sena, Hind Nagar
Ward No.2, Near Boudha Vihar,
Post: Wardha, Distt. Wardha (MS).

AWARD

(Dated 16th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of FCI and their workman, Shri Vishwanath Pandurang Gotekar, for adjudication, as per letter No. I.-22012/194/2003-IR (CM-II) dated 8-12-2003, with the following schedule:—

"Whether the action of the management of Food Corporation of India, Nagpur (MS) in terminating the services of shri Vishwanath Pandurang Gotekar, Security Guard w.e.f. 14-3-1999 is legal & justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the Union, "Rashtriya Mazdoor Sena", ("the union" in short) filed the statement of claim on behalf of the workman, Shri Vishwanath Pandurang Gotekar, ("the workman" in short) and the management of Food Corporation of India, ("Party No. 1" in short) filed its written statement.

The case of the workman as projected in the statement of claim is that he was initially engaged as a security guard in Food Corporation of India, ("FCI" in short), Wardha Depot through a contractor on 4-5-1991 and he was in continuous service till 14-3-1999, without any break and he had completed more than 240 days of work in each year and all of a sudden, party no. 1 illegally and unlawfully terminated his services orally on 14-3-1999 and before termination of his services, neither one month's notice nor one month's pay in lieu of notice nor retrenchment compensation was given to him by party no. 1, as required under Section 25-F of the Act and after termination of his

services, fresh hand had been engaged in his place by the party no. 1, violating the provisions of section 25-H of the Act and the work of security guard is of a perennial nature and on the date of termination of his services, ample work was available with party no. 1 and homeguards and police personnel were engaged by the party no. 1 in his place and therefore, the termination of his services is ab-initio void and the same is illegal and unlawful and he is entitled for reinstatement in service with continuity and full back wages. The further case of the workman is that though his engagement was through a contractor, such contract was made only on paper and after every two years, Party no. 1 had changed the contractor on paper only and neither he himself nor any other security guard was actually disturbed from services and he was working under the direct control and supervision of party no. 1. Prayer has been made for the reinstatement of the workman in service with continuity and full back wages.

3. The party no. 1 in its written statement has pleaded inter alia that the workman was engaged by the contractor as a security guard at the P.C.I. depot and the said contractor is a necessary party in this case and in his absence, the proceeding is not maintainable and the workman was never in its service and as the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of the contract given to the contractor for providing security services was 1998, which was extended as per the terms and conditions till March, 1999 and as such, there was no question of termination of the service of the workman by it or following the procedure of termination as provided under section 25-F of the Act and the workman had never completed 240 days of work in a year as alleged and it had no connection whatsoever with the workman and there was no master and servant relationship between it and the workman at any point of time and it has been exempted by the Central Government under section 10 of the Contract Labour (Abolition and Regularisation) Act and there was also no violation of section 25-H of the Act and the work of providing security guards was given to the Government agencies like police and homeguards and as such, the workman is not entitled to claim any relief and the workman had never worked under its direct supervision and control and it had no control over the appointment and service conditions of the workman, who was an employee of the security agency and in writ petition no. 1389/1999 and W.P. No. 6916/2000, the Hon'ble High Court Judicature of Bombay, Nagpur Bench, Nagpur have been pleased to hold that, "the termination of the workman by the contractor was a valid one" and its action was also valid one and as such, the decisions of the Hon'ble Court operate as res-judicata between the parties and this Tribunal has no jurisdiction to consider the legality of the judgment passed by the Hon'ble High Court and the workman is not entitled to any relief.

4. It is necessary to mention here that though the workman had filed his evidence on affidavit, subsequently, he did not appear in the court for his cross-examination. The workman remained absent on 21-09-2010 and thereafter. As the workman did not appear for his cross-examination, by order dated 23-06-2011, his evidence was expunged and evidence from his side was closed.

The party no. 1 filed the evidence of Shri Suresh N. Bokade on affidavit in support of its claims. The evidence of the said witness remained unchallenged, as none appeared on behalf of the workman to cross-examine him. Due to the continuous absence of the workman, order was passed to proceed with the case ex-parte against him on 10-4-2012.

5. It is well settled that when a workman raises a dispute challenging the validity of the termination of his services, it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or to produce evidence, the dispute referred by the Government cannot be answered in his favour and he could not be entitled to any relief.

In this case also, the workman has failed to produce any evidence in support of his claim and as such, the reference cannot be answered in his favour and he is not entitled to any relief. Hence, it is ordered:

ORDER

The action of the management of Food Corporation of India, Nagpur (MS) in terminating the services of Shri Vishwanath Pandurang Gotekar, Security Guard w.e.f. 14-3-1999 is legal and justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 31 मई, 2012

का.आ. 2130.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (आईडी संख्या 257/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 31-5-2012 को प्राप्त हुआ था।

[सं. एल-22012/159/2003 आई आर (सीएम-II)।
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st May, 2012

S.O. 2130.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 257/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the

Industrial Dispute between the management of Food Corporation of India and their workmen, received by the Central Government on 31-5-2012.

[No. L-22012/159/2003-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/257/2003

Date: 16-5-2012.

Party No. 1

The District Manager,
Food Corporation of India, Ajni,
Nagpur-440015.

The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha Road,
Churchgate, Mumbai-400020.

Versus

Party No. 2

The Secretary,
Rashtriya Mazdoor Sena, Hind Nagar
Ward No.2, Near Boudha Vihar, Post: Wardha,
Distt. Wardha (MS)

AWARD

(Dated: 16th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of FCI and their workman, Shri Ganesh Purushottam Bhaisare, for adjudication, as per letter No. L-22012/159/2003-IR (CM-II) dated 08-12-2003, with the following schedule: -

"Whether the action of the management of Food Corporation of India, Nagpur (MS) in terminating the services of Shri Ganesh Purushottam Bhaisare, Security Guard w.e.f. 14-03-1999 is legal and justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the Union, "Rashtriya Mazdoor Sena", ("the union" in short) filed the statement of claim on behalf of the workman, Shri Ganesh Bhaisare, ("the workman" in short) and the management of Food Corporation of India, ("Party No. 1" in short) filed its written statement.

The case of the workman as projected in the statement of claim is that he was initially engaged as a security guard in Food Corporation of India, ("FCI" in short), Wardha depot through a contractor on 13-12-1993 and he was in continuous service till 14-03-1999, without any break and he had completed more than 240 days of work in each year and all of a sudden, party no. 1 illegally and unlawfully terminated his services orally on 14-03-1999 and before termination of his services, neither one month's notice nor one month's pay in lieu of notice nor retrenchment compensation was given to him by party no. 1, as required under section 25-F of the Act and after termination of his services, fresh hand had been engaged in his place by the party no. 1, violating the provisions of section 25-H of the Act and the work of security guard is of a perennial nature and on the date of termination of his services, ample work was available with party no. 1 and homeguards and police personnel were engaged by the party no. 1 in his place and therefore, the termination of his services is ab-initio void and the same is illegal and unlawful and he is entitled for reinstatement in service with continuity and full back wages. The further case of the workman is that though his engagement was through a contractor, such contract was made only on paper and after every two years, party no. 1 had changed the contractor on paper only and neither he himself nor any other security guard was actually disturbed from services and he was working under the direct control and supervision of party no. 1. Prayer has been made for the reinstatement of the workman in service with continuity and full back wages.

3. The party no. 1 in its written statement has pleaded inter-alia that the workman was engaged by the contractor as a security guard at the FCI Depot and the said contractor is a necessary party in this case and in his absence, the proceeding is not maintainable and the workman was never in its service and as the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of the contract given to the contractor for providing security services was 1998, which was extended as per the terms and conditions till March, 1999 and as such, there was no question of termination of the service of the workman by it or following the procedure of termination as provided under section of 25-F of the Act and the workman had never completed 240 days of work in a year as alleged and it had no connection whatsoever with the workman and there was no master and servant relationship between it and the workman at any point of time and it has been exempted by the Central Government under section 10 of the Contract Labour (Abolition and Regularisation) Act and there was also no violation of section 25-H of the Act and the work of providing security guards was given to the Government agencies like police and homeguards and as such, the workman is not entitled to claim any relief and the workman had never worked under its direct supervision and control

and it had no control over the appointment and service conditions of the workman. He was an employee of the security agency and his appointment was made under No. 1389/1999 and W.P. No. 6916/2000. The Hon'ble High Court Judicature of Bombay, Nagpur Bench has been pleased to hold that, "the termination of the workman by the contractor was a valid one" and his appointment was also valid one and as such, the decision of the Hon'ble Court operate as res-judicata between the parties and this Tribunal has no jurisdiction to consider the legality of the judgment passed by the Hon'ble High Court. The workman is not entitled to any relief.

4. It is necessary to mention here that though the workman had filed his statement on affidavit, subsequently, he did not appear in the court for his cross-examination. The workman remained absent from 21-9-2010 and thereafter. As the workman failed to appear for his cross-examination, by order dated 23-9-2011, his evidence was expunged and evidence from his side was accepted.

The party no. 1 filed the evidence of Shri Suresh N. Bokade on affidavit in support of his claims. The evidence of the said witness remained unchallenged, as none appeared on behalf of the workman to cross-examine him. Due to the continuous absence of the workman, order was passed to proceed with the case ex-parte against him on 10-4-2012.

5. It is well settled that when a workman raises a dispute challenging the validity of the termination of his services, it is imperative for him to file written statement before the Industrial Tribunal on the grounds on which the order is challenged. He is also to produce evidence to prove his case. If he fails to appear or to file written statement or to produce evidence, the dispute referred by the Government cannot be answered in his favour and he could not be entitled to any relief.

In this case also, the workman has failed to produce any evidence in support of his claim and as such, the reference cannot be answered in his favour and he is not entitled to any relief. Hence it is ordered :—

The action of the management of Food Corporation of India, Nagpur Bench in terminating the services of Shri Ganesh Purnanand on 14-03-1999 is legal and the workman is not entitled to any relief.

ORDER, Presiding Officer

दिनांक: 26-04-2012

का.अ. 2131.—कर्मचारी अधिनियम, 1947 (1947

का 4) की धारा 17 के अन्तर्गत, केन्द्रीय सरकार एफ. सी.आई. के प्रबंधन के संस्थापक के कर्मचारों के बीच, अनुबंध में निर्दिष्ट शर्तों के अन्तर्गत केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, अर्नाकुलम् के पंचाट (आईडी संख्या 17/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2012 को प्राप्त हुआ था।

[सं. एल-22011/58/2008 आई आर (सीएम-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st May, 2012

S.O. 2131.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 17/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India and their workmen, received by the Central Government on 31-5-2012.

[No. L-22011/58/2008-III(CA-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM**

Present: Shri. D. Sreevallabhan, B.Sc., I.L.B., Presiding Officer

(Thursday the 26th day of April, 2012/6th Vaisakha, 1934)

I.D.17/2009

Union

: 1. The President,

FCI Workers Union,

Food Corporation of India, Central,

Nileswar,

P.O. Nileswar, Kerala.

By Adv. Shri. Santhosh G.Prabhu.

Managements : 1. The General Manager (Kerala),

Food Corporation of India,

Regional Office,

Kesavadasapuram,

Trivandrum - 04.

2. The Area Manager,

Food Corporation of India,

District Office,

Muzhappilangad,

P. O. Muzhappilangad, Kerala.

By Adv. Shri. M.R. Anison.

This case coming up for final hearing on 17-04-2012 and this Tribunal-cum-Labour Court on 26-04-2012 passed the following:

AWARD

In exercise of the powers conferred by clause (ii) of sub-section (1) and sub-section (2A) of Section 10 of the

Industrial Disputes Act, 1947 the Government of India/Ministry of Labour by its Order No. L-22011/58/2008-IR(CM-II) dated 31-03-2009 referred the following Industrial Dispute to this tribunal for adjudication.

2. The dispute is :

“Whether the action of the management of Food Corporation of India in recovering the losses levied by the railway for unloading of food grains from railway wagons during weekly off/Rest day is legal & justified? To what reliefs are the workmen entitled?”

3. The union represents the whole DPS workers in the Food Corporation of India Depot, Nileswar. They are mainly engaged in unloading the articles from the railway wagons to the FCI godown and are working under the Direct Payment System (DPS).

4. Management is the Food Corporation of India (FCI), a Central Government undertaking incorporated under the Food Corporations Act, 1964. FCI transports foodgrains from different parts of the country and stores it in its godowns and makes it available for public distribution system. FCI is completely depending on Indian Railways for transportation of foodgrains. After placement of the rakes in the FCI godowns it is to be loaded or unloaded within nine hours of placement irrespective of the time and day.

5. 40 wagons were placed at the Nileswar Railhead of FCI on 17-06-2007. Prior intimation was given to 68 DPS workers as to the placement of the wagons on that day by issuing notice on 16-06-2007. They were called upon to unload the same by attending duty at 6 a.m. on 17-06-2007 and on 18-06-2007. But they did not turn up for duty on 17-06-2007 to clear the wagons. The wagon clearance was started from 10 a.m. on 18-06-2007 and the same was completed at 1 p.m. on 19-06-2007. Because of the failure to unload the wagons within the free time allowed by the railway initially a sum of Rs.87,000/- was levied as Demurrage Charges (DC). Subsequently it was reduced to Rs.52,200/- by granting waiver of Rs.34,800/- . After payment of the same management issued show cause notice dated 28-07-2007 to those DPS workers calling upon their explanations for not attending duty on 17-06-2007 in spite of the prior intimation and for recovering the DC from them. The management not satisfied with their explanations decided to recover the loss caused to the FCI from their wages. Challenge is made as to the decision of the management to recover the DC from the DPS workers by the union by raising this industrial dispute.

6. According to the union the action of the management is arbitrary, illegal and unjust and is contrary to the provisions of the Industrial Disputes Act and Rules and is violative of the Model Standing Orders under the Industrial Employment (Standing Orders) Act. The plea put forward by the union in the claim statement is that weekly off was allowed to the DPS workers as per the

conditions of service introduced by the management by reference No. IR(L) 8 (22)/94 dated 14-06-1996. As per the conditions of service a person who works continuously for 6 days in a week is eligible for weekly off on the 7th day and normally it is Sunday since the normal working days in FCI commences from Monday. The DPS workers of the FCI Depot, Nileswar have been enjoying the weekly off without any interruption for the last 11 years even though there were several occasions during that period when wagons reached at Nileswar on Sunday. The workers were not compelled to clear the wagons on weekly off days. A person who works continuously for 6 days is entitled to get the 7th day as weekly off day and the FCI workers were also enjoying the same. Therefore the direction of the management to attend duty on 17-06-2007 being a weekly off day is not justifiable. The management had taken a unilateral decision after submitting the explanations without affording any opportunity for hearing. Management wants to curtail the benefits and privileges of the DPS workers. They have not caused any loss to the management and are not liable to compensate the DC alleged to have been incurred by the management. Management has no authority to deny the statutory rights of the workmen for the enjoyment of a weekly off day. The management is not entitled to recover any amount from the DPS workers for not working on the weekly off day. The action of the management to recover the DC from their wages is not legal and justified.

7. Management filed written statement contending that the workers engaged by the FCI for handling foodgrains in its godowns are under DPS introduced by the FCI w.e.f. 14-05-1996 and as per the DPS agreement the workers are bound to work on all days including their weekly off, for which they are adequately compensated. As per the service conditions of the DPS workers FCI has the right to direct them to attend work during weekly off/ Rest day by issuing prior notice and they are being given over time benefit and allowances. It is obligatory for them to work on weekly holiday as and when the situation warrants to do so. The Indian Railway is working without any holiday and they are providing services without any break round the clock, through out the year. FCI is bound to load or unload the goods within nine hours of the placement of the rakes and hence all the workers engaged in loading and unloading activities at rail-heads throughout the country perform their duties irrespective of the time and day of placement of the rakes. The workers of the Kerala State alone have taken a different stand and refused to handle rakes placed on Sundays. Due to the adamant stand taken by the DPS workers not to work on Sunday the FCI is not in a position to load or unload the foodgrains from the rakes on Sundays. Even prior to the introduction of the DPS in the FCI its workers carried out loading and unloading at rail-heads and FCI godowns irrespective of the day when exigencies of work required them to do it. FCI is not in a position to

engage other casual workers or contract employees to load or unload footprints from the rakes on Sundays or holidays. The refusal of the DPS workers to work on Sundays has caused heavy loss to the FCI due to the payment of DC to the Indian Railways. The Railway is not placing rakes regularly on Sundays. Placement of wagons on Sunday takes place only occasionally and it is at the most three or four times in a depot in an year. All the remaining Sundays are enjoyed by the workers as paid holidays. Management is paying wages to those workers for 365 days in an year irrespective of availability of work. They are duty bound to safeguard the interest of the management. The refusal to work on Sundays is willful disobedience and amounts to illegal strike. Therefore they are liable to compensate the loss suffered by FCI due to their illegal activities. FCI is requesting its workers to work on Sundays only under compelling circumstances which are beyond its control. It is due to the placement of rakes by the railways those workers are bound to attend duty on Sundays. 40 BCN wagons of rice were placed at the Nileswar godown at 14.00 hours on 17-6-2007. In spite of prior notice DPS workers did not turn up for duty to clear the wagons on that day. It is because of their wilful refusal to attend duty management had to pay DC to the Railway. The proposed action for recovery was taken after getting their explanations and also complying with all legal formalities stipulated under law. As per the DPS agreement FCI is entitled to make the workmen liable for the loss caused and such workmen if found to be indulging in disobedience, misconduct etc. shall be subject to action as per the Model Standing Orders under the Industrial Employment (Standing Orders) Act 1946. Hence the action of the management in recovering the loss from the wages of the workmen on account of the DC levied by the railway is justified.

8. Union filed rejoinder denying the contentions in the written statement and reaffirming the allegations in the claim statement. It is further alleged that the free time provided for unloading wagons was unilaterally reduced by the Indian Railway and the management approved the same without discussing with the workmen or the unions. The stipulation in the DPS agreement to pay double wages for over time was reduced to 1.1 % unilaterally by the management and the dispute with regard to the reduction of over time wages is pending for consideration before the National Industrial Tribunal, Mumbai.

9. From the side of the union one witness was examined as WWI. On the side of the management one witness was examined as MWI and Exts.M1 to M10 were got marked.

10. The points for determination are:

- (1) Whether the DPS workers have to attend duty on Sunday if it be a weekly off day?

- (2) Whether the DC was incurred due to the deliberate non attendance of duty by the DPS workers on 17-06-2007?
- (3) Whether the action of the management to recover the DC from the wages of those workers is legal and justified?
- (4) What relief, if any, they are entitled to?

11. Point No.1:- For the purpose of answering this reference it is mainly to be considered whether the DPS workers are entitled to avail Sunday as the weekly off day and whether they have to attend the duties assigned to them on that day. Admittedly DPS was introduced w.e.f. 14-5-1996. The conditions of service of the DPS workers are contained in Ext.M2. Para 16(a) of Ext.M2 deals with the weekly off for the DPS workers and the same is extracted below as it is relevant for the consideration of this issue in this case.

"16(a) WEEKLY OFF:

Each worker will be allowed paid weekly off on Sundays provided he has worked on all the working days of the week preceding the day of weekly off. In case a Handling Worker will be employed on the day of his weekly off, he will be paid one extra wage at the rate of Minimum Guaranteed daily wage or actual wages for the work done on the basis of ASORs on such weekly off days - whichever is higher - in addition to normal wage equal to Minimum Guaranteed Daily Wage at the above rates for such weekly off again provided the worker has worked on all the working days of the week preceding the day of weekly off. In case an Ancillary (Casual) worker is employed on the day of his weekly off, he will be paid one extra wage equal to the above Minimum Guaranteed Daily Wage for attending work on such weekly off day in addition to the normal Minimum Guaranteed Daily Wage for such weekly off, provided he has also worked on all the working days of the week preceding the day of weekly off."

12. As per Ext.M2 Sunday is the weekly off day. Entitlement for the weekly off day is only when there was continuous work for the preceding 6 days. DPS workers can be engaged for duty on the weekly off day for which he is to be paid one extra wage @ Minimum Guaranteed Daily Wage or actual wages for the work done on the basis of ASORs on such weekly off days whichever is higher. Such extra wage is to be paid only if the worker had worked on all the working days of the week preceding the day of weekly off. It is expressly clear that the DPS worker can be employed on the day of his weekly off and he cannot refuse to attend the work claiming it to be a weekly off day.

13. DPS workers have to attend duty even on holidays other than the six paid holidays. Para 16(c) provides that the DPS workers shall be allowed six paid holidays (including three national holidays) in a calendar year. Except

those holidays 2nd Saturdays and other gazetted holidays which are closed holidays for the depot staff are working days for the DPS workers. They cannot as a matter of right refuse to do work on holidays except the six paid holidays in a calendar year.

14. WW 1 has stated during his cross examination that they had attended duty on two Sundays after the implementation of DPS and they were not attending duty thereafter on Sundays in pursuance of the decision taken by the unions. He has further stated that the FCI was informed about the decision of the unions to abstain from attending duty on Sundays. MW 1 has stated during his cross examination that the DPS workers were not attending duty on Sundays when they were posted for duty. There is no evidence in this case to prove that there was any change with regard to the conditions of service contained in Ext.M2 enabling the DPS workers to keep away from attending duty on Sundays. They had to attend duty when there is placement of wagons for unloading. The wagons are to be unloaded within the free time and if otherwise it may result in incurring DC. That might have necessitated the attendance of duty by the DPS workers on Sundays and other holidays. As per the terms of Ext.M2, they have to attend duty on Sundays if they will be posted for duty by the management. Unless there is change in the conditions of service they cannot refuse to attend the duty on Sunday. Hence DPS workers have to attend the duty if they are employed on Sunday by the management as per the conditions of service contained in Ext. M2.

15. **Point No.2:** All the DPS workers attended duty on 16-06-2007 were called upon to attend duty at 6 am on 17-6-2007 to unload the 40 wagons expected to be placed on that day by The issuing Ext.M3. The issuance of such a notice is not disputed in the claim statement. The case of the union is that the workers did not attend duty on that day being Sunday to be availed as a weekly off day. It is pursuant to the decision taken by the union the DPS workers did not attend duty on 17-6-2007.

16. Sunday is a weekly off day only if they were continuously working on all the preceding six days. Here in this case there is neither any pleading nor any evidence to prove that they were working on all the preceding six days to claim it as a weekly off day. Even if it was a weekly off day then also they are bound to attend the duty if they are posted for duty on that day. In the conditions of service in Ext.M2 the word used is "shall" in paras 16(b) and (c) dealing with 6 paid holidays and sick leave while in para 16(a) dealing with weekly off it is "will". It will also go to show that the DPS workers are not entitled to claim the weekly off as a day for enjoyment without attending the work assigned to them. If the DPS workers want all the Sundays to be holidays without any duty it is necessary to have a change in the conditions of service. Until then they are bound by the conditions of service contained in Ext.M2.

The DPS workers in the Nileswar Depot were not attending duty on Sundays claiming it to be a weekly off day. On 17-6-2007 also they did not attend duty in spite of the specific intimation as to the attendance of duty at 6 am on that day. There was deliberate non attendance of duty by the DPS workers and it can be said to be an illegal strike.

17. Due to the non attendance of duty on 17-06-2007 the wagons could not be unloaded within the free time allowed to by the railway. The free time is nine hours after the placement of wagons if the numbers of wagons is more than 30 as per Ext.M1. Because of the failure to unload the 40 wagons placed on 17-6-2007 within the free time an amount of Rs.87,000 was levied by the railway as DC and the same is evidenced by Ext.M4. It was reduced to Rs.52,200 by granting 40% waiver as per Ext.M5. Management has produced Ext.M6 to prove that the amount of Rs.52,200 levied as DC was paid.

18. Show cause notice was issued to the DPS workers calling upon them to submit their explanations for their non attendance of duty on 17-6-2007 and for the recovery of the amount levied as DC from their wages. The issuance of such a notice is expressly admitted in para 3 of the claim statement. Ext M7 dated 28-7-2007 is produced to prove the contents of that notice. In para 3 of the claim statement it is stated that the notice was received on 03-8-2007 and the DPS workers had submitted their explanations individually on 8-8-2007. Ext. M8 is the explanation submitted by one of the DPS workers in which it is stated that 17-6-2007 being Sunday is a paid holiday as per Ext.M2. After getting an investigation report the Area Manager issued Ext.M10 proceedings dated 20-9-2007 to recover the proportionate amount in a lump sum from the wages of the DPS workers. DPS workers wilfully refused to attend the work on 17-6-2007 after the issuance of Ext. M3 notice. They cannot refuse to attend the work for the reason that it was notice. They cannot refuse to attend the work for the reason that it was a Sunday. It was because of their deliberate absence from duty on that day the DC was incurred by the management.

19. **Point No. 3:** FCI is bound to load or unload the goods within the free time allowed by the Indian Railways. As it is necessary to unload the wagons within the free time, DPS workers have to attend the duty on weekly off days and other holidays except on the six paid holidays as per the terms of Ext.M2. If they will abstain from attending the work it is likely to result in incurring DC and other loss to the FCI. In this case it is the concerted action of refusal to attend the duty on Sunday by the DPS workers that resulted in incurring the DC.

20. Now it is to be considered whether in such a case the DC can be recovered from the wages of the DPS workers. In para 17 of the written statement there is the contention that as per the DPS Scheme the FCI is entitled

to make the workman liable for the loss caused to the FCI. There is no express provision in Ext.M2 which enables the management to recover the DC from the DPS workers. Clause-15 of Ext.M2 provides that the workers found indulging in disobedience, misconduct etc. shall be subject to action under Model Standing Orders provided in Industrial Employment (Standing Orders) Act, 1946. As per Section 14 of the said Act, disciplinary action can be initiated against the workmen for misconduct and a workman can be fined up to 2% of his wages in a month for the acts and omissions which are notified with the previous approval of the Government or of the prescribed authority as per Section 8 of the Payment of Wages Act, 1946. It was submitted by the learned counsel for both sides that no notification has so far been issued by the management specifying the acts and omissions amounting to misconduct.

21. By placing reliance on the decision reported in *Bank of India v. Kelawala* 1990 (1) KLT 843 (S.C.) it was argued by the learned counsel for the management that even in the absence of any statutory provision the employer can deduct wages in the event of wilful refusal to attend the work by the employee and it is not necessary to hold an enquiry against each employee before the deduction of wages. Therein it was held:

"There is no doubt that whenever a worker indulges in a misconduct such as a deliberate refusal to work, the employer can take a disciplinary action against him and impose on him the penalty prescribed for it which may include some deduction from his wages. However, when misconduct is not disputed but is, on the other hand, admitted and is resorted to on a mass scale such as when the employees go on strike, legal or illegal, there is no need to hold an inquiry. To insist on an inquiry even in such cases is to pervert the very object of the inquiry. In a mass action such as a strike it is not possible to hold an inquiry against every employee nor is it necessary to do so unless, of course, an employee contends that although he did not want to go on strike and wanted to resume his duty, he was prevented from doing so by the other employees or that the employer did not give him proper assistance to resume his duty though he had asked for it. The pro rata deduction of wages is not an unreasonable exercise of power on such occasions. Whether on such occasions the wages are deductible at all and to what extent will, however, depend on the facts of each case. Although the employees may strike only for some hours but there is no work for the rest of the day as in the present case, the employer may be justified in deducting salary for the whole day. On the other hand, the employees may put in work after the strike hours and the employer may accept it or acquiesce in it. In that case the employer may not be entitled to deduct wages at all or be entitled to deduct them only for the hours of strike. If further statutes such as the Payment of Wages Act or the State enactments like the Shops and Establishments Act apply, the employer may be justified in deducting wages

under their provisions. Even if they do not apply, nothing prevents the employer from taking guidance from the legislative wisdom contained in it to adopt measures on the lines outlined therein, when the contract of employment is silent on the subject".

22. Paras 4, 13 and 22 of the judgment are relevant for the purpose of deciding this case and hence the same is extracted below:

"4. The principal question involved in the case, according to us, is notwithstanding the absence of a term in the contract of employment or of a provision in the service rules or regulations, whether an employer is entitled to deduct wages for the period that the employees refuse to work although the work is offered to them. The deliberate refusal to work may be the result of various actions on their part such as a sit-in or stay-in strike at the work-place or a strike whether legal or illegal, or a go-slow tactics. The deliberate refusal to work further may be legal or illegal as when the employees go on a legal or illegal strike. The legality of strike does not always exempt the employees from the deduction of their salaries for the period of strike. It only saves them from a disciplinary action since a legal strike is recognised as a legitimate weapon in the hands of the workers to redress their grievances. It appears to us that this confusion between the strike as legitimate weapon in the hands of the workmen and the liability of deduction of wages incurred on account of it, whether the strike is legal or illegal, has been responsible for the approach the High Court has taken in the matter.

13. Among the decisions of the various High Courts relied upon by the parties in support of the respective cases, we find that except for the decision in *V. Genesan v. The State Bank of India & Ors.* [(1981) 1 L.J. 64] given by the Learned Single Judge of the Madras High Court and the decision of the Division Bench of the same Court in that matter and other matters decided together in *State Bank of India, Canara Bank, Central Bank etc. & Ors v. Genesan, Jambunathan, Venkataraman, B.V.Kamath, V.K. Krishnamurthy, etc. & Ors* [(1989) 1 L.J. 109], all other decisions, namely, (i) *Sukumar Bandyopadhyay & Ors. v. State of West Bengal & Ors.* [(1976) IX L.J. 1689], (ii) *Algemene Bank Nederland, N.V. v. Central Government Labour Court, Calcutta & Ors.* [(1978) II L.J. 117], (iii) *V.Ramachandran v. Indian Bank* [(1979) I L.J. 122], (iv) *Dharam Singh Rajput & Ors. v. Bank of India, Bombay & Ors.* [(1979) 12 L.J. 1079], (v) *R. Rajamanickam for himself and on behalf of other Awardy Staff v. Indian Bank* [(1981) II L.J. 367], (vi) *R.N.Shenoy & Anr. etc. v. Central Bank of India & Ors. etc.* 1983 KLT 381 = [(1984) XVII L.J. 1493], (vii) *Prakash Chandra Johari v. Indian Overseas Bank & Anr.*, [(1986) II L.J. 496], have variously taken the view that it is not only permissible for the employer to deduct wages for the hours or the days for which the employees are absent from duty but in cases such as the present, it is permissible to deduct wages for the whole day even if the

absence is for a few hours. It is also held that the contract is not indivisible. Some of the decisions have also held that the deduction of wages can also be made under the provisions of the Payment of Wages Act and similar statutes where they are applicable. It is further held that deduction of wages in such cases is not a penalty but is in enforcement of the contract of employment and hence no disciplinary proceedings need precede it.

22. The principles which emerge from the aforesaid authorities may now be stated. Where the contract, Standing Orders or the service rules / regulations are silent on the subject, the management has the power to deduct wages for absence from duty when the absence is a concerted action on the part of the employees and the absence is not disputed. Whether the deduction from wages will be pro rata for the period of absence only or will be for a longer period will depend upon the facts of each case such as whether there was any work to be done in the said period, whether the work was in fact done and whether it was accepted and acquiesced in, etc."

23. Deduction of wages is permissible in the case of wilful absence from duty by the employees when the absence is a concerted action on the part of the employees. Deduction of wages for such refusal to work need not be on pro rata basis. It can be more than the wages due to the period of absence and the same depends on the facts and circumstances in each case. Here in this case there was wilful refusal on the part of the DPS workers to attend the work on 17-06-2007 by wilfully absenting themselves in spite of the intimation to unload the wagons. DC was to be paid by the management solely due to wilful refusal to attend duty on 17-06-2007. The amount paid as DC is Rs.52,200. It is a well ascertained sum of money and the same is sought to be recovered from the wages after considering the explanations submitted by the DPS workers and also after conducting an investigation by the management. It is not an unconscionable sum. There is no need to have any enquiry or any further adjudication in the matter. There is no violation of the principles of natural justice which caused any prejudice to the DPS workers. Even according to them they were absenting themselves from duty on 17-06-2007 being the weekly off day. The loss caused to the FCI amounting to Rs.52,200 is solely due to their deliberate and wilful absence from duty on 17-06-2007. It can be taken into consideration for the purpose of determining the amount to be deducted from the wages for their wilful absence on that day. Hence the action of the management in recovering the loss from the wages on account of the DC levied by the Railway for not unloading the food grains on weekly off day is legal and justified.

24. **Point No.4:** As the action of the management is found to be legal and justified those workmen are not entitled to any relief.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 26th day of April, 2012.

D. SREEVALLABHAN, Presiding Officer

APPENDIX

Witness for the Union

WWI- K.Sudhakaran, Secretary, Food Corporation of India Workers Union, FCI, Neeleswaram.

Witness for the Managements

MWI - M.Sivadasan, Area Manager, FCI, District Office, Kannur.

Exhibit for the Union

Nil.

Exhibits for the Managements

- M1 Photocopy of the letter No.TC-1/2005/201/2Pt.D dated 10-10-2006 of Government of India, Ministry of Railways, Railway Board.
- M2 Photocopy of the Letter No. IR(1.)8(22)/94 dated 14-06-1996 of the Executive Director (Gen.) as to the introduction of Direct Payment System, in notified Food Corporation of India's owned depots.
- M3 Notice dated 16-06-2007 issued by the Manager, FCI, Neeleswaram Depot to the DPS workers..
- M4 Photocopy of the statement of demurrage charges due from FCI/NLE on 19-06-2007.
- M5 Photocopy of the Order No.J/C.200/NLE/644 dated 24-07-2007 of the Manager (ID) Southern Railway, Divisional Office, Commercial Branch, Palghat.
- M6 Counter Foil No.506069 dated 07-08-2007 issued by the Station Master, Southern Railway, Nileshwar as to the payment of D.C. by Manager, Food Corporation of India, F.S.D., Nileshwar, Kasaragod District.
- M7 Office copy of the Show Cause Notice No. IR.L/21(1)/07 dated 28-07-2007 issued by the Area Manager (I/C.), Food Corporation of India, District Office, Muzhappilangad.
- M8 Explanation dated 08-08-2007 submitted by Shri K.Velayudhan DPS-I to the Area Manager, FCI, District Office, Muzhappilangad.
- M9 Investigation Report on demurrage charges incurred at FSD, Nileshwar during the Months of June & July 2007 dated 06-09-2007.
- M10 Office copy of the proceedings No. IR(1.)21(1)/2007-Vol. II dated 20-09-2007 of the Area Manager, FCI, District Office, Muzhappilangad.

नई दिल्ली, 31 मई, 2012

का.आ. 2132.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, असनसोल के पंचाट (आईडी संख्या 52/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-05-2012 को प्राप्त हुआ था।

[सं. एल-22012/265/2005-आई आर (सीएम-II)]

बी. एम. पटनायक, अनुभाग अधिकारी

New Delhi, the 31st May, 2012

S.O. 2132.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 52/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of M/s. Eastern Coalfields Limited, and their workmen, received by the Central Government on 31-05-2012.

[No. L-22012/265/2005-IR (CM-II)]

B. M. PATNAIK, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT:

SRI KISHORI RAM, Presiding Officer/Link Officer

Reference No. 52 of 2006

PARTIES:

The General Secretary, K.M.C., Gorai
Mansions, Asansol, Burdwan

Vs.

The Agent, MIC Jhanjra Project,
Jhanjra Area, M/s. ECL, Burdwan

REPRESENTATIVES:

For the management:

Sri P.K. Das, Advocate

For the union (Workman)

Sri S.K. Pandey,
Representative

INDUSTRY: COAL

STATE: WEST BENGAL

Dated - 24-02-12
11-5-12

AWARD

In exercise of powers conferred by clause (d) of Sub-section(1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Government of India through the Ministry of Labour vide its letter

No. L-22012/265/2005- IR(CM-II) dated 14-08-2006 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the Management of MIC Jhanjra Project under Jhanjra Area of M/s. Eastern Coalfields Limited in dismissing Sri Jiban Bouri, Timber Helper, U.M. No. 693513 w.e.f. 3-1-2001 is legal and justified? If not, to what relief is the workman entitled?"

2. Having received the Order of Letter No: L-22012/265/2005- IR(CM-II) dated 14-08-2006 of the above said reference from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 52 of 2006 was registered on 18-09-06 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

3. The case of the sponsoring union for workman is that workman Jiban Bouri was in employment of the Company as Timber Helper at MIC Jhanjra Project, Jhanjra Area of M/s. Eastern Coalfields Ltd. He fell sick on and from 1-02-2000, he could not attend his duty, though had informed the Management of it. When he reported for his duty, he was not allowed; rather he was dismissed from his service without serving him a copy of charge sheet of dismissal letter or even any notice or second showcause. The Management dismissed him against the principle of natural justice and passed the dismissal order by conducting exparte departmental enquiry, for which he did not get an opportunity for his defence. The enquiry had no proof of any document. Both the Enquiry Officer and the Presenting Officer were highly biased, so the Enquiry Report was based not on record. The dismissal based on the involved enquiry, was harsh and extreme punishment to him. He is sitting idle without any employment any where. He belongs to a downtrodden community. He and his family are dying without meal. The dismissal of the workman by the Management is illegal and unjustified.

4. Whereas with specific denials to the aforesaid allegations of the union, the case of the Management is that workman Jiban Bouri, Timber Helper, U. Man No. 693513, MIC Jhanjra Project, had been absent from his duty on from 30-01-2000 unauthorisedly, for which he was charge sheeted as per Ref. No. AGT/JNR/MIC/P/CS/2000/652 dated 10-05-2000 as the Certified Standing Order applicable to the employees of the Coal Mining Industry. He did not reply to it. So the Management as per its decision held a domestic enquiry into it against the workman. He though

absented on three dates, yet appeared on 19-08-2000 at the enquiry, in which though he was given ample opportunity with a co-worker of his choice for defence, he did not wait of it, so the Enquiry was held ex parte on 26-08-2000. The charges levelled against him were proved. He neither had reported for treatment at Colliery Hospital nor was referred for treatment elsewhere. Previously the workman was awaited warning him stoppage of three increments with cumulative effect for his absenteeism since 25-11-96 and 9-04-98 as per the charge sheet and AGT/JNR/3&4/98/119 issued by the action. All the records and numbers of his attendances 152, 93 and 149 in the years 1997 to 1999 prior to his dismissal revealed him as a habitual absentee. On the basis of aforesaid findings of the Enquiry Officer, he was served with second Show Cause notice dated 17/20-10-2000 by registered letter A/D post along with the copy of the Enquiry Report on his address noted in his Form 'B' for his explanation, but he did not reply to it. The Management alternative except his dismissal from his services as per the letter dated 3/5-01-2001 as communicated to him on his home address.

Finding with reasoning

5. In the present case, I find that only workman Jiban Bouri on his affidavited statement filed by the Union Representative was cross-examined by Mr. P.K. Das, Learned Advocate for the Management on 18-9-07. Since Mr. P. K. Das, Learned Advocate for the Management declined to adduce any evidence on behalf of the Management, the case came up for hearing argument since 11-12-09. It evidently stands clear that the Union representative by implied conduct and in lack of his interest to challenge the fairness of the Domestic Enquiry seems to have accepted it as fair and proper. The photocopies of the Domestic Enquiry filed by the Union as per list dated 05-01-97 are on the case record.

The aforesaid situation impels me for the appreciation of the admitted materials on the case record under Sec. 11A of the Industrial Dispute Act 1947.

A fair glance at the admitted materials and the oral evidence of the worker on the case record reveals the undisputable facts as under :

- (i) Workman Jiban Bouri was a Timber Helper U/M. No. 693513 at MIC Jhanjra Project.
- (ii) The present charge sheet dated 10-05-2000 relates only to his unauthorized habitual absenteeism from duty since 31-01-2000 constituting his misconduct under Charge 26.29 of the Certified Standing Order applicable to the Coal Mines. It unmentions his any previous absenteeism.
- (iii) Admittedly the workman appeared on 19-08-2000 and stated at the Enquiry that though he was under treatment, at Sub-Divisional Hospital,

Asansol also in his oral statement, he could not bring his treatment paper, so he had requested for a time for filing it.

- (iv) But the dismissal order of the workman as per the G. M, Jhanjra Area's letter dated 3-01-2001 vividly deals with extraneous facts of his previous absenteeism as unproved.

In view of the aforesaid finding and the arguments as advanced on behalf of both the parties, I find and hold the dismissal of the workman from the service of the Management for his present unauthorized absenteeism, from his duty since 31-01-2000 was not only shocking but also highly disproportionate to it for his aforesaid misconduct. Thus, it is liable to be set aside in the eye of law.

Hence, it is held that the action of the Management of MIC, Jhanjra Project under Jhanjra Area of M/s. Eastern Coalfields Ltd. in dismissing workman Jiban Bouri, Timber Helper, U.M. No. 693513 w.e.f. 3-01-2001 is quite illegal and unjustified. Therefore, the workman is entitled to re-instatement in his service but without back wages. It is hereby accordingly awarded, and the Management is directed to implement the award within a month from the receipt of it after its publication in the Gazette of India.

ORDER

Let an "Award" be and same is passed as per above. Send the copies of the Award to the Government of India, Ministry of Labour, New Delhi, for information and needful.

KISHORI RAM, Presiding Officer/Link Officer

नई दिल्ली, 1 जून, 2012

का.आ. 2133.—राष्ट्रपति, श्री सुरेन्द्र प्रकाश सिंह को, दिनांक 21-05-2012 (F/N) से केन्द्रीय सरकार औद्योगिक न्यायाधीकरण-सह-श्रम न्यायालय संख्या-1, चंडीगढ़, के पीठासीन अधिकारी के रूप में 65 वर्ष की आयु पूरी होने अर्थात् 3-9-2016 तक अथवा अगले आदेशों तक, जो भी पहले हो, नियुक्त करती है।

[सं. ए-11016/01/2011 सीएलएस II]

अजय जोशी, अवर सचिव

New Delhi, the 1st June, 2012

S.O. 2133.—The President is pleased to appoint Shri Surendra Prakash Singh as Presiding Officer of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh w.e.f. 21-05-2012 (F/N) for a period upto 3-9-2016 i.e. till attaining the age of 65 years or until further orders, whichever is earlier.

[No.A-11016/01/2011-CL-S-II]

AJAY JOSHI, Under Secy.

नई दिल्ली, 1 जून, 2012

का.आ. 2134.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संकेत निवेदनों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 53/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-06-2012 को प्राप्त हुआ था।

[सं. एल-22012/368/2002-आई आर (सीएम-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st June, 2012

S.O. 2134.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/2006) of the Central Government Industrial Tribunal-cum-labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of M/s. Murpar Project of (Umrer Area) of WCL, WCL Contractor, Singhnagar, Dahagaon, and their workman, received by the Central Government on 1-06-2012.

[No. L-22012/368/2002-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NAGPUR

Case No. CGFT/NGP/53/2006

Date: 21-05-2012

Party No. 1(a): The Sub Area Manager, WCL
Murpar Project of (Umrer Area) of
WCL,
Post: Khadsanghi, Tah-Chimur,
Distt. Chandrapur (MS)

(b): M/s. Singh & Sons,
WCL Contractor, Singhnagar,
Dahagaon, Chhindwara Road, Distt.
Nagpur (MS)

Versus

Party No. 2 Shri Sushil Bharat Das,
R/o Murpar, Post: Khadsangi,
Tehsil: Chimur, Distt. Chandrapur (MS).

AWARD

(Dated: 21st May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial

dispute between the employers, in relation to the management of WCL and their workman Shri Sushil Bharat Das, for adjudication, as per letter No. L-22012/368/2002-IR (CM-II) dated 21-03-2006, with the following schedule:—

"Whether the action of the management of WCL and M/s. Singh and Sons Contractor of WCL in terminating the services of Shri Sushil Bharat Das, is legal and justified? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Sushil Bharat Das, ("the workman" in short) and the management of the WCL ("Party No. 1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no. 1 (a) i.e. Sub-Area Manager, Murpar Project and party no. 1 (a) engaged M/s. Bharat Gold Mines Ltd., Kamataka, ("B.G.M.L." in short) for the purpose of preparing underground road up to the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no. 1 (a) also engaged party no. 1 (b), M/s. Singh and Sons in its work w.e.f. 05-01-1997 and till party no. 1 (b) is working with party no. 1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L. as a Driller on 21-05-1993 and he continued to work till 2-7-1996 and thereafter, his services were utilized by party no. 1 (b) w.e.f. 05-01-1997 continuously till 28-12-2001 and party no. 1 (a) sent him for vocational training from time to time and he had under gone the said training successfully and he is a workman/employee of party no. 1 (a) and party no. 1 (a) is the principal employer and his appointment by both the contractors was oral and the party no. 1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no. 1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no. 1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of Section 25-G of the Act and the termination of his services amounted to retrenchment, and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1 (a) and 1 (b), but they did not re-employ him in violation of Section 25-I of the Act. It is further pleaded by the workman that he

alongwith other workers had submitted charter of various demand to the parties no.1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no.1 was the principal employer and party no.1 (b) was the contractor of party no.1 (a), for each and every act of the party no.1 (b), the party no.1 (a) was responsible and as such, the party no.1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no.1 (a) resisted the claim by filing its written statement. It is necessary to mention here that inspite of notice, party no. 1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no.1 (a) has pleaded inter-alia that it had entered into a contract with B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3½ months and the incline shaft drive within eight months and it also awarded another contract to party no. 1 (b) for construction of drive of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar Project of which the date of commencement and completion were 1-1-1997 and 28-2-1998 respectively and after a gap of 15 months, another contract was given to party no. 1 (b) for construction of drive of incline shaft at Murpar Project and the dates of commencement and completion of the said contract were 29-5-1999 and 1-12-2001 respectively and it [party no.1(a)] was related to party no.1(b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no. 1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no. 1 (b) for contract works at Murpar Project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish

Jayanti [2006 (2) SCALE 115] and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1 (a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no. 1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of Section 25-F, 25-G or H of the Act or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as no body appeared on behalf of the party no. 1 (a) to cross-examine the workman, on 8-11-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no.1(a).

5. At the time of argument, it was submitted by the learned advocate for the workman that party no.1 (a) had engaged M/s. B.G.M.L, a registered company and a Government of India Enterprises for preparation of underground roads up to the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 21-5-1993 to 2-7-1996 as a Driller and the workman was again appointed by party no.1 (b) from 5-1-1997 to 28-12-2001 and the workman was sent for vocational training by party no. 1 (a) and as such, the workman was the employee of party no. 1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no.1 (b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no.1 (b), preceding his termination and before the termination of the services of the workman, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no.1(a) and 1(b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the

workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded ex parte against parties no. 1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar Colliery by party no. 1 (a) and BGML engaged him from 21-5-1993 to 2-7-1996 as a Driller and that he was again engaged by party no. 1 (b), another contractor from 5-1-1997 to 28-12-2001. The only claim of the workman is that party no. 1 (a) had sent him for vocational training and he had undergone the training successfully. In support of such claim, the workman has filed the Xerox copy of the certificate granted in his favour for undergoing the vocational training from 4-6-2001 to 9-6-2001. It is necessary to mention here that it is obligatory to undergo vocational training for any person, who works underground in a coal mine in any capacity and it is the statutory duty of the management of the coal mine to arrange for such vocational training as per the Mines Act and the workman cannot be deemed to be an employee of party no. 1 (a), as because, he was sent for vocational training by party no. 1 (a).

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "contract labour", "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no. 1 (a) and he was employed by the contractors and the party

no. 1 (a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no. 1 (b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex Court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that :—

"Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of "Continuous Service" need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25-F of the Principal Act by substituting in clause (b) the words "for every completed year of continuous service" has removed a discordance between the unamended Section 25-B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25-B".

In the decision reported in AIR 1981 SC-1253 (Mehanlal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

"Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2)—Continuous service—Scope of

sub-sections (1) and (2) is different, (words and phrases-Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression "continuous". Both in principle and are precedent it must be held that section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of section 25-B and Chapter V-A".

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that :—

"Industrial Disputes Act (14 of 1947 - S. 25-F, 10 - Retrenchment compensation - Termination of services without payment of —Dispute referred to Tribunal—Case of workman/workman that he had worked for 240 days in a year preceding his termination - Claim denied by management—Onus lies upon workman to show that he had in fact worked for 240 days in a year-In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination."

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand in now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

13. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with Section 25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 1 जून, 2012

का.आ. 2135.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 54/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-06-2012 को प्राप्त हुआ था।

[सं. एल-22012/369/2002 आई आर (सीएम-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st June, 2012

S.O. 2135.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Murpar Project of (Umrer Area) of WCL. WCL Contractor, Singhnagar, Dahegaon, and their workmen, received by the Central Government on 1-06-2012.

[No. L-22012/369/2002-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/54/2006

Date: 21-05-2012

Party No. I (a): The Sub Area Manager, WCL
Murpar Project of (Umrer Area) of WCL.
Post: Khadsanghi, Tah-Chimur,
Distt. Chandrapur (MS)

(b): M/s. Singh & Sons,
WCL Contractor, Singhnagar,
Dahegaon,
Chhindwara Road, Distt. Nagpur (MS)

Versus

Party No. 2 Shri Bhanudas Mahadev Matala,
R/o Khadsanghi, Post: Khadsanghi,
Tehsil: Chimur,
Distt. Chandrapur (MS)

AWARD

(Dated: 21st May, 2012)

In exercise of the powers conferred by clause (d) of sub-Section (1) and sub-Section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Bhanudas Mahadev Matala, for adjudication, as per letter No. L-22012/369/2002-IR (CM-I) dated 21-3-2006, with the following schedule:—

"Whether the action of the management of WCL and M/s. Singh and Sons Contractor of WCL in terminating the services of Shri Bhanudas Mahadev Matala, is legal and justified? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Bhanudas Mahadev Matala, ("the workman" in short) and the management of the WCL ("Party No. 1" in short) filed its written statement. The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no. 1 (a) i.e. Sub-Area Manager, Murpar Project and party no. 1 (a) engage M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short for the purpose of preparing underground road up to the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no. 1 (a) also engaged party no. 1 (b), M/s. Singh and Sons in its work w.e.f. 5-01-1997 and till party no. 1 (b) is working with party no. 1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L. as a Welder on 16-8-1993 and he continued to work till 2-7-1996 and thereafter, his services were utilized 1 party no. 1 (b) w.e.f. 20-1-1997 continuously till 28-12-2001 and party no. 1 (a) sent him for vocational training from time to time and he had undergone the said training successfully and he is a workman/employee of party no. 1 (a) and party no. 1 (a) is the principal employer and his appointment by both the contractors was oral and the party no. 1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties

no. 1 (a) and (b) as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no. 1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of Section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1 (a) and 1 (b), but they did not re-employ him in violation of Section 25-H of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various demand to the parties no. 1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the A.L.C (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no. 1 was the principal employer and party no. 1 (b) was the contractor of party no. 1 (a), for each and every act of the party no. 1 (b), the party no. 1 (a) was responsible and as such, the party no. 1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no. 1 (a) resisted the claim by filing its written statement. It is necessary to mention here that in spite of notice, party no. 1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no. 1 (a) has pleaded inter-alia that it had entered into a contract with B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3½ months and the incline shaft drive within eight months and it also awarded another contract to party no. 1 (b) for construction of drive of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 1-01-1997 and 28-02-1998 respectively and after a gap of 15 months, another contract was given to party no. 1 (b) for construction of drive of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-05-1999 and 1-12-2001 respectively and it [party no. 1 (a)] was related to party no. 1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no. 1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in casual capacity or in permanent capacity, to

work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no. 1 (b) for contract works at Murpar Project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti [2006 (2) SCALE 115] and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1 (a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no. 1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of Section 25-F, 25-G or H of the Act or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no. 1(a) to cross-examine the workman, on 11-11-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no. 1 (a).

5. At the time of argument, it was submitted by the learned advocate for the workman that party no. 1 (a) had engaged M/s. B.G.M.L., a registered company and a Government of India Enterprises for preparation of underground roads up to the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 16-08-1993 to 2-07-1996 as a Welder and the workman was again appointed by party no. 1 (b) from 20-01-1997 to 28-12-2001 and the workman was sent for vocational training by party no. 1 (a) and as such, the workman was the employee of party no. 1 and party no. 1(a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no. 1 (b) w.e.f 29-12-

2001 and the workman had worked for more than 240 days with the party no. 1(b), preceding his termination and before the termination of the services of the workman mandatory provisions of Section 25- F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no. 1 (a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded ex-parte against parties no. 1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar colliery by party no. 1 (a) and BGML engaged him from 16-08-1993 to 2-07-1996 as a Welder and that he was again engaged by party no. 1 (b), another contractor from 20-01-1997 to 28-12-2001. It is never the case of the workman that he was engaged or appointed by party no. 1 (a). The only claim of the workman is that party no. 1 (a) had sent him for vocational training and he had under gone the training successfully. In support of such claim, the workman has filed the Xerox copy of the certificate granted in his favour for undergoing the vocational training from 2-09-1993 to 29-09-1993. It is necessary to mention here that it is obligatory to undergo vocational training for any person, who works underground in a coal mine in any capacity and it is the statutory duty of the management of the coal mine to arrange for such vocational training as per the Mines Act and the workman cannot be deemed to be an employee of party no. 1 (a), as because, he was sent for vocational training by party no. 1 (a).

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combine reading of the definition of the terms "contract labour" "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is

created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant a master. But that is true of a workman could not be correct a contract labour. The provisions of contract labour (Regulation and Abolition). Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no. 1(a) and he was employed by the contractors and the party no. 1(a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take contradictory and inconsistent plea that he was also th workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no. 1 (b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex Court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that :—

"Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of "Continuous Service" need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25-F of the principal Act by substituting in clause (b) the words "for every completed year of continuous service" has removed a discordance between the unamended Section 25 B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary it the total

service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made.

The last amendment has now removed a vagueness which existed in the unamended Section 25-B".

In the decision reported in AIR 1981 SC-1253 (Mehanlal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

"Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2)-Continuous service-Scope of sub-sections (1) and (2) is different, (words and phrases-Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression "continuous". Both in principle and are precedent it must be held that Section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A".

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that:

"Industrial Disputes Act (14 of 1947) S.25-F, 10-Retrenchment compensation Termination of services without payment of Dispute referred to Tribunal—Case of workman/workman that he had worked for 240 days in a year Preceding his termination—Claim denied by management—Onus lies upon workman to show that he had in fact worked for 240 days in a year --In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination."

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days

in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand is now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

12. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with Section 25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 1 जून, 2012

का.आ. 2136.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, 'केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 57/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-06-2012 को प्राप्त हुआ था।

[सं. एल-22012/393/2002-आई आर (सीएम-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st June, 2012

S.O. 2136.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor, Singhnagar, Dahegaon, and their workmen, was received by the Central Government on 1-06-2012.

[No. L-22012/393/2002-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/57/2006

Date: 21-05-2012.

Party No. 1 (a): The Sub Area Manager, WCL
Murpar Project of (Umrer Area) of WCL.,
Post: Khadsanghi, Tah-Chimur,
Distt. Chandrapur (MS)

(b): M/s. Singh & Sons,
WCL Contractor, Singhnagar,
Dahegaon,
Chhindwara Road, Distt. Nagpur (MS)

Versus

Party No. 2 Shri Khatu Yadav Nagdeovate,
R/o Pituchhuva, Post : Pimpalneri,
Tehsil : Chimur,
Distt. Chandrapur (MS)

AWARD

(Dated : 21st May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Khatu Yadav Nagdeovate, for adjudication, as per letter No. 1-22012/393/2002-IR (CM-II) dated 21-03-2006, with the following schedule :—

"Whether the action of the management of WCL and M/s. Singh and Sons Contractor of WCL in terminating the services of Shri Khatu Yadav Nagdeovate, is legal and justified? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Khatu Yadav Nagdeovate, ("the workman" in short) and the management of the WCL ("Party No.1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no.1 (a) i.e. Sub-Area Manager, Murpar Project and party no. 1 (a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short) for the purpose of preparing underground road up to the border of coal for the said coal

mine and the contract of the said work was from 1992 to 1996 and the party no. 1 (a) also engaged party no. 1 (b), M/s. Singh & Sons in its work w.e.f. 5-01-1997 and till party no. 1 (b) is working with party no. 1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L. as a Driller on 2-01-1993 and he continued to work till 2-07-1996 and thereafter, his services were utilized by party no. 1 (b) w.e.f. 5-01-1997 continuously till 28-12-2001 and party no. 1 (a) sent him for vocational training from time to time and he had undergone the said training successfully and he is a workman/ employee of party no. 1 (a) and party no. 1 (a) is the principal employer and his appointment by both the contractors was oral and the party no. 1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no. 1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no. 1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of Section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1 (a) and 1 (b), but they did not re-employ him in violation of Section 25-H of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various demand to the parties no. 1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no. 1 was the principal employer and party no. 1 (b) was the contractor of party no. 1 (a), for each and every act of the party no. 1 (b), the party no. 1 (a) was responsible and as such, the party no. 1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no. 1 (a) resisted the claim by filing its written statement. It is necessary to mention here that inspite of notice, party no. 1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no. 1 (a) has pleaded inter-alia that it had entered into a contract with B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of

Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3 ½ months and the incline shaft drivage within eight months and it also awarded another contract to party no. 1 (b) for construction of drivage of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 1-01-1997 and 28-02-1998 respectively and after a gap of 15 months, another contract was given to party no. 1 (b) for construction of drivage of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-05-1999 and 01-12-2001 respectively and it [party no. 1 (a)] was related to party no. 1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors, to appoint the employees as per their need. It is further pleaded by the party no. 1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no. 1 (b) for contract works at Murpar Project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti (2006 (2) SCALE 115) and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1 (a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no. 1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of Section 25-F, 25-G or H of the Act or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no. 1 (a) to cross-examine the workman, on 8-11-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no. 1 (a).

5. At the time of argument, it was submitted by the learned advocate for the workman that party no. 1 (a) had engaged M/s. B.G.M.L., a registered company and a Government of India Enterprises for preparation of underground roads up to the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 2-01-1993 to 2-07-1996 as a Driller and the workman was again appointed by party no. 1 (b) from 5-01-1997 to 28-12-2001 and the workman was sent for vocational training by party no. 1 (a) and as such, the workman was the employee of party no. 1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no. 1 (b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no. 1 (b), preceding his termination and before the termination of the services of the workman, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no. 1 (a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded ex-parte against parties no. 1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar colliery by party no. 1 (a) and BGML engaged him from 2-01-1993 to 2-07-1996 as a Driller and that he was again engaged by party no. 1 (b), another contractor from

5-01-1997 to 28-12-2001. It is never the case of the workman that he was engaged or appointed by party no. 1 (a). The only claim of the workman is that party no. 1 (a) had sent him for vocational training and he had undergone the training successfully. In support of such claim, the workman has filed the Xerox copy of the certificate granted in his favour for undergoing the vocational training from 2-09-1993 to 29-09-1993. It is necessary to mention here that it is obligatory to undergo vocational training for any person, who works underground in a coal mine in any capacity and it is the statutory duty of the management of the coal mine to arrange for such vocational training as per the Mines Act and the workman cannot be deemed to be an employee of party no. 1 (a), as because, he was sent for vocational training by party no. 1 (a).

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "contract labour", "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no. 1 (a) and he was employed by the contractors and the party no. 1 (a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no. 1 (b) is concerned, I think it necessary to mention the principles enunciated by the

Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that :—

“Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of “Continuous Service” need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25-F of the principal Act by substituting in clause (b) the words “for every completed year of continuous service” has removed a discordance between the unamended Section 25-B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25-B”.

In the decision reported in AIR 1981 SC-1253 (Mehanal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

“Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2)- Continuous service-Scope of sub-Sections (1) and (2) is different. (words and phrases-Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression “continuous”. Both in principle and are precedent it must be held that Section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within

the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A”.

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that :

“Industrial Disputes Act (14 of 1947) S.25-F, 10 Retrenchment compensation Termination of services without payment of —Dispute referred to Tribunal—Case of workman/workman that he had worked for 240 days in a year preceding his termination—Claim denied by management Onus lies upon workman to show that he had in fact worked for 240 days in a year In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination.”

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand in now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-1-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

12. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with Section 25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 1 जून, 2012

क्र.आ. 2137.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 55/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-22012/391/2002-आई आर (सीएम-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st June, 2012

S. O. 2137.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.55/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor Singhnagar, Dahegaon and their workmen, received by the Central Government on 1-6-2012.

[No. L-22012/391/2002-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/55/2006

Date: 21-5-2012

Party No. 1(a):

The Sub Area Manager, WCL
Murpar Project of (Umrer Area) of WCL,
Post: Khadsanghi, Tah -Chimur,
Distt. Chandrapur (MS)

(b): M/s. Singh & Sons,
WCL Contractor, Singhnagar, Dahegaon,
Chhindwara Road, Distt. Nagpur (MS)

Versus**Party No. 2:**

Shri Natthuji Damaji Neware,
R/o Murpar, Post: Khadsanghi,
Tehsil: Chimur, Distt. Chandrapur (MS).

AWARD

(Dated: 21st May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the

management of WCL and their workman Shri Natthuji Damaji Neware, for adjudication, as per letter No.L-22012/391/2002-IR (CM-II) dated 21-3-2006, with the following schedule:-

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Natthuji Damaji Neware, is legal and justified? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Natthuji Damaji Neware, ("the workman" in short) and the management of the WCL ("Party No.1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no.1 (a) i.e. Sub-Area Manager, Murpar Project and party no.1(a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short) for the purpose of preparing underground road up to the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no.1 (a) also engaged party no.1 (b), M/s. Singh & Sons in its work w.e.f. 5-1-1997 and till party no.1 (b) is working with party no.1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L as a General Mazdoor on 24-11-1992 and he continued to work till 2-7-1996 and thereafter, his services were utilized by party no.1 (b) w.e.f. 5-1-1997 continuously till 28-12-2001 and party no.1(a) sent him for vocational training from time to time and he had undergone the said training successfully and he is a workman/employee of party no.1 (a) and party no.1 (a) is the principal employer and his appointment by both the contractors was oral and the party no.1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no.1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no.1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of Section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no.1 (a) and 1(b), but they did not re-employ him in violation of 25-H of the Act. It is further pleaded by the workman that he

alongwith other workers had submitted charter of various demand to the parties no.1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no.1 was the principal employer and party no.1(b) was the contractor of party no.1 (a), for each and every act of the party no.1 (b), the party no.1(a) was responsible and as such, the party no.1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no.1 (a) resisted the claim by filing its written statement. It is necessary to mention here that inspite of notice, party no.1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no.1 (a) has pleaded inter-alia that it had entered "into a contract with B.G. M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3 1/2 months and the incline shaft drive within eight months and it also awarded another contract to party no. 1 (b) for construction of drive of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 1-1-1997 and 28-2-1998 respectively and after a gap of 15 months, another contract was given to party no.1 (b) for construction of drive of incline shaft at Murpar Project and the dates of commencement and completion of the said contract were 29-5-1999 and 1-12-2001 respectively and it (party no. 1 (a)) was related to party no. 1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractor to appoint the employees as per their need. It is further pleaded by the party no. 1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no.1(b) for contract work at Murpar Project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti (2006

(2) SCALE 115) and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no.1(a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G. M.L. and the contract given to party no. 1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of Section 25- F, 25-G or H of the Act or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no. 1 (a) to cross-examine the workman, on 8-11-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no.1(a).

5. At the time of argument, it was submitted by the learned advocate for the workman that party no. 1 (a) had engaged M/s. B.G.M.L., a registered company and a Government of India Enterprises for preparation of underground roads up to the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 24-11-1992 to 2-7-1996 as a General Mazdoor and the workman was again appointed by party no.1 (b) from 5-1-1997 to 28-12-2001 and the workman was sent for vocational training by party no.1 (a) and as such, the workman was the employee of party no. 1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no.1(b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no.1(b), preceding his termination and before the termination of the services of the workman, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no.1 (a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the

workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded *ex parte* against parties no. 1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar Colliery by party no. 1 (a) and BGML engaged him from 24-11-1992 to 2-7-1996 as a General Mazdoor and that he was again engaged by party no. 1 (b), another contractor from 5-1-1997 to 28-12-2001. It is never the case of the workman that he was engaged or appointed by party no. 1 (a). The only claim of the workman is that party no. 1 (a) had sent him for vocational training and he had undergone the training successfully. In support of such claim, the workman has filed the Xerox copy of the certificate granted in his favour for undergoing the vocational training from 2-9-1993 to 29-9-1993. It is necessary to mention here that it is obligatory to undergo vocational training for any person, who works underground in a coal mine in any capacity and it is the statutory duty of the management of the coal mine to arrange for such vocational training as per the Mines Act and the workman cannot be deemed to be an employee of party no. 1 (a), as because, he was sent for vocational training by party no. 1 (a).

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "contract labour", "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never

employed by the party no. 1(a) and he was employed by the contractors and the party no. 1 (a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no. 1 (b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that:—

"Though section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of "Continuous Service" need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25-F of the principal Act by substituting in clause (b) the words "for every completed year of continuous service" has removed a discordance between the unamended Section 25-B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made.

The last amendment has now removed a vagueness which existed in the unamended Section 25-B".

In the decision reported in AIR 1981 SC-1253 (Mehar Lal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,—

"Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2) —Continuous service— Scope of sub-sections (1) and (2) is different, (words and phrases—Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show

that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression "continuous". Both in principle and are precedent it must be held that Section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and Chapter V-A".

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that:

"Industrial Disputes Act (14 of 1947) S.25-F, 10 – Retrenchment compensation – Termination of services without payment of—Dispute referred to Tribunal—Case of workman/workman that he had worked for 240 days in a year preceding his termination – Claim denied by management – Onus lies upon workman to show that he had in fact worked for 240 days in a year – In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination."

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand in now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

12. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with section 25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 1 जून, 2012

का.आ. 2138.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 56/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल. 22012/392/2002 आई आर (सीएम II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st June, 2012

S. O. 2138.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.56/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor Singhnagar, Dahegaon and their workmen, received by the Central Government on 1-6-2012.

[No. L-22012/392/2002-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/56/2006

Date: 21-5-2012

Party No. 1(a):

The Sub Area Manager, WCL,
Murpar Project of (Umrer Area) of WCL,
Post: Khadsanghi, Tah -Chimur,
Distt. Chandrapur (MS)

(b): M/s. Singh & Sons,
WCL Contractor,
Singhnagar, Dahegaon,
Chhindwara Road,
Distt. Nagpur (MS)

Versus

Party No. 2

Shri Bharat Motiram Athargade,
R/o Pituchhuva, Post : Pimpalneri,
Tehsil: Chimur, Distt. Chandrapur (MS).

AWARD

(Dated: 21st May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Bharat Motiram Athargade, for adjudication, as per letter No. I-22012/392/2002-IR (CM-II) dated 21-3-2006, with the following schedule:

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Bharat Motiram Athargade, is legal and justified? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Bharat Motiram Athargade, ("the workman" in short) and the management of the WCL ("Party No.1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no. 1 (a) i.e. Sub-Area Manager, Murpar Project and party no.1(a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short) for the purpose of preparing underground road up to the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no.1 (a) also engaged party no.1 (b), M/s. Singh & Sons in its work w.e.f. 5-1-1997 and till party no.1 (b) is working with party no.1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L. as a Driller on 7-7-1992 and he continued to work till 2-7-1996 and thereafter, his services were utilized by party no. 1 (b) w.e.f. 20-1-1997 continuously till 28-12-2001 and party no. 1 (a) sent him for vocational training from time to time and he had undergone the said training successfully and he is a workman/employee of party no.1 (a) and party no.1(a) is the principal employer and his appointment by both the contractors was oral and the party no.1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, or retrenchment compensation was paid to him by parties no. 1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no.1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to

the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1 (a) and 1 (b), but they did not re-employ him in violation of Section 25-II of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various demand to the parties no.1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the A.I.C (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no.1 was the principal employer and party no.1(b) was the contractor of party no.1 (a), for each and every act of the party no.1 (b), the party no.1(a) was responsible and as such, the party no.1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no.1 (a) resisted the claim by filing its written statement. It is necessary to mention here that inspite of notice, party no.1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no.1 (a) has pleaded inter-alia that it had entered into a contract with B.G. M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3 1/2 months and the incline shaft drive within eight months and it also awarded another contract to party no. 1 (b) for construction of drive of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 1-1-1997 and 28-2-1998 respectively and after a gap of 15 months, another contract was given to party no.1(b) for construction of drive of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-5-1999 and 1-12-2001 respectively and it [party no. 1 (a)] was related to party no.1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no. 1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned, and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the

contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no. 1(b) for contract works at Murpar project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti [2006 (2) SCALE 115] and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1(a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no. 1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of Section 25-F, 25-G or H of the Act or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no. 1(a) to cross-examine the workman, on 8-11-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no. 1(a).

5. At the time of argument, it was submitted by the learned advocate for the workman that party no. 1 (a) had engaged M/s. B.G.M.L., a registered company, and a Government of India Enterprises for preparation of underground roads up to the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 7-7-1992 to 2-7-1996 as a Driller and the workman was again appointed by party no. 1(b) from 20-1-1997 to 28-12-2001 and the workman was sent for vocational training by party no. 1 (a) and as such, the workman was the employee of party no. 1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no. 1 (b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no. 1(b), preceding his termination and before the termination of the services of the workman, mandatory provisions of Section 25- F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the

termination of the workman is illegal and such termination amounts to retrenchment and party no. 1(a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded ex-parte against parties no. 1 (a) and 1(b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar Colliery by party no. 1 (a) and BGML engaged him from 7-7-1992 to 2-7-1996 as a Driller and that he was again engaged by party no. 1 (b), another contractor from 20-1-1997 to 28-12-2001. It is never the case of the workman that he was engaged or appointed by party no. 1 (a). The only claim of the workman is that party no. 1 (a) had sent him for vocational training and he had undergone the training successfully. In support of such claim, the workman has filed the Xerox copy of the certificate granted in his favour for undergoing the vocational training from 2-9-1993 to 29-9-1993. It is necessary to mention here that it is obligatory to undergo vocational training for any person, who works underground in a coal mine in any capacity and it is the statutory duty of the management of the coal mine to arrange for such vocational training as per the Mines Act and the workman cannot be deemed to be an employee of party no. 1 (a), as because, he was sent for vocational training by party no. 1 (a).

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "contract labour", "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that

is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no. 1 (a) and he was employed by the contractors and the party no. 1 (a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no. 1 (b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex Court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that:—

“Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of “Continuous Service” need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25-F of the principal Act by substituting in clause (b) the words “for every completed year of continuous service” has removed a discordance between the unamended Section 25 B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25-B”.

In the decision reported in AIR 1981 SC-1253 (Mehar Lal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

“Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2)- Continuous service-Scope of sub-sections (1)

and (2) is different, (words and phrases-Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression “continuous”. Both in principle and are precedent it must be held that Section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A”.

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that:

“Industrial Disputes Act (14 of 1947) S.25-F, 10 Retrenchment compensation—Termination of services without payment of -Dispute referred to Tribunal Case of workman/workman that he had worked for 240 days in a year preceding his termination Claim denied by management—Onus lies upon workman to show that he had in fact worked for 240 days in a year In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination.”

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand is now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

12. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with Section

25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 1 जून, 2012

का.आ. 2139.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 50/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-22012/365/2002-आई आर (सीएम-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st June, 2012

S. O. 2139.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.50/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor Singhnagar, Dahegaon and their workmen, received by the Central Government on 1-6-2012.

[No. L-22012/365/2002-IR (CM-II)]

RAMESH SINGH, Desk Officer
ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/50/2006 Date: 21-5-2012

Party No. 1 (a) : The Sub Area Manager, WCL Murpar Project of (Umrer Area) of WCL,
Post: Khadsanghi, Tah : Chimur,
Distt. : Chandrapur (MS)

(b) : M/s. Singh & Sons,
WCL Contractor, Singhnagar, Dahegaon,
Chhindwara Road, Distt. Nagpur (MS)

Versus

Party No. 2 : Shri Swami Lingayya Dasalwar,
R/o Murpar, Post: Khadsanghi,
Tehsil: Chimur, Distt. Chandrapur
(MS).

AWARD

(Dated: 21st May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Swami Lingayya Dasalwar, for adjudication, as per letter No. L-22012/365/2002-IR (CM-II) dated 21-3-2006, with the following schedule:-

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Swami Lingayya Dasalwar, is legal and justified? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Swami Lingayya Dasalwar, ("the workman" in short) and the management of the WCL ("Party No. 1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W. C. Ltd. Murpar Project" and the same is under the control and supervision of party no. 1 (a) i.e. Sub-Area Manager, Murpar Project and party no. 1 (a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B. G. M. L." in short) for the purpose of preparing underground road up to the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no. 1 (a) also engaged party no. 1 (b), M/s. Singh & Sons in its work w.e.f. 5-1-1997 and till party no. 1 (b) is working with party no. 1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L as a Driller on 10-8-1993 and he continued to work till 2-7-1996 and thereafter, his services were utilized by party no. 1 (b) w.e.f. 1-1-1997 continuously till 28-12-2001 and he is a workman/employee of party no. 1 (a) and party no. 1 (a) is the principal employer and his appointment by both the contractors was oral and the party no. 1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no. 1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no. 1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance

of Section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1 (a) and 1 (b), but they did not re-employ him in violation of Section 25-H of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various demand to the parties no.1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no.1 was the principal employer and party no.1(b) was the contractor of party no.1 (a), for each and every act of the party no.1 (b), the party no.1(a) was responsible and as such, the party no.1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no.1 (a) resisted the claim by filing its written statement. It is necessary to mention here that inspite of notice, party no.1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no.1 (a) has pleaded Inter-alia that it had entered into a contract with B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3½ months and the incline shaft drive within eight months and it also awarded another contract to party no.1 (b) for construction of drive of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 1-1-1997 and 28-2-1998 respectively and after a gap of 15 months, another contract was given to party no. 1 (b) for construction of drive of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-5-1999 and 1-12-2001 respectively and it [party no. 1 (a)] was related to party no.1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no. 1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the

documents filed by the workman show that he was appointed by party no.1(b) for contract works at Murpar project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti [2006 (2) SCALE 115] and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1 (a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no.1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of Section 25- F, 25-G or H of the Act, or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no. 1 (a) to cross-examine the workman, on 8-11-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no.1 (a).

5. At the time of argument, it was submitted by the learned advocate for the workman that party no. 1 (a) had engaged M/s. B.G.M.L., a registered company and a Government of India Enterprises for preparation of underground roads up to the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 10-8-1993 to 2-7-1996 as a Driller and the workman was again appointed by party no.1 (b) from 1-1-1997 to 28-12-2001 and the workman was sent for vocational training by party no.1 (a) and as such, the workman was the employee of party no.1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no.1 (b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no.1(b), preceding his termination and before the termination of the services of the workman, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination

amounts to retrenchment and party no. 1 (a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded *ex parte* against parties no. 1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar colliery by party no. 1 (a) and BGML engaged him from 10-8-1993 to 2-7-1996 as a Driller and that he was again engaged by party no. 1 (b), another contractor from 01-1-1997 to 28-12-2001.

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "contract labour", "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no. 1(a) and he was employed by the contractors and the party no. 1(a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in

law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no. 1 (b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex Court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that:-

"Though section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of "Continuous Service" need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended section 25-B only consolidates the provisions of section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of section 25-F of the principal Act by substituting in clause (b) the words "for every completed year of continuous service" has removed a discordance between the unamended section 25 B and the unamended Cl. (b) of section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended section 25- B".

In the decision reported in AIR 1981 SC-1253 (Mehanal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

"Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2) - Continuous service- Scope of sub-sections (1) and (2) is different, (Words and phrases - Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression "continuous". Both in principle and precedent it must be held that section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period 12 calendar months commencing and counting backwards from the relevant

date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and Chapter V-A".

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that:

"Industrial Disputes Act (14 of 1947)—S.25-F, 10-Retrenchment compensation-Termination of services without payment of—Dispute referred to Tribunal—Case of workman/workman that he had worked for 240 days in a year preceding his termination—Claim denied by management Onus lies upon workman to show that he had in fact worked for 240 days in a year—In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination."

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand in now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

12. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with Section 25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 1 जून, 2012

का.आ. 2140. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में; केन्द्रीय सरकार डब्ल्यू. सी. एन. के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 51/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-22012/366/2002-आई आर (सीएम-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st June, 2012

S. O. 2140.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.51/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor Singhnagar, Dahegaon and their workmen, received by the Central Government on 1-6-2012.

[No. L-22012/366/2002-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/51/2006

Date: 21-5-2012

Party No. 1 (a):

The Sub Area Manager, WCL,
Murpar Project of (Umrer Area) of WCL,
Post: Khadsanghi, Tah-Chimur,
Distt. Chandrapur (MS)

(b): M/s. Singh & Sons,
WCL Contractor, Singhnagar, Dahegaon,
Chhindwara Road, Distt. Nagpur (MS)

Versus

Party No. 2 :

Shri Manohar Dharmaji Dodke,
R/o Murpar, Post: Khadsanghi,
Tehsil: Chimur, Distt. Chandrapur (MS).

AWARD

(Dated: 21st May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Manohar Dharmaji Dodke, for adjudication, as per letter No. L-22012/366/2002-IR (CM-II) dated 21-3-2006, with the following schedule:

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Manohar Dharmaji Dodke, is legal and justified? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Manohar Dharmaji Dodke, ("the workman" in short) and the management of the WCL ("Party No. 1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no. 1 (a) i.e. Sub-Area Manager, Murpar Project and party no. 1 (a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short) for the purpose of preparing underground road up to the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no. 1 (a) also engaged party no. 1 (b), M/s. Singh & Sons in its work w.e.f. 5-1-1997 and till party no. 1 (b) is working with party no. 1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L. as a General Mazdoor on 1-1-1993 and he continued to work till 2-7-1996 and thereafter, his services were utilized by party no. 1 (b) w.e.f. 5-1-1997 continuously till 28-12-2001 and party no. 1 (a) sent him for vocational training from time to time and he had undergone the said training successfully and he is a workman / employee of party no. 1 (a) and party no. 1 (a) is the principal employer and his appointment by both the contractors was oral and the party no. 1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no. 1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no. 1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1 (a) and 1 (b), but they did not re-employ him in violation of section 25-H of the Act. It is further pleaded by the workman that he along with other workers had submitted charter of various demand to the parties no. 1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his

services with many other workers were terminated and wages for December 2001 was not paid to him and as party no. 1 was the principal employer and party no. 1 (b) was the contractor of party no. 1 (a), for each and every act of the party no. 1 (b), the party no. 1 (a) was responsible and as such, the party no. 1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no. 1 (a) resisted the claim by filing its written statement. It is necessary to mention here that in spite of notice, party no. 1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no. 1 (a) has pleaded inter-alia that it had entered into a contract with B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3 1/2 months and the incline shaft drive within eight months and it also awarded another contract to party no. 1 (b) for construction of drive of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 1-1-1997 and 28-2-1998 respectively and after a gap of 15 months, another contract was given to party no. 1 (b) for construction of drive of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-5-1999 and 1-12-2001 respectively and it [party no. 1 (a)] was related to party no. 1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no. 1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no. 1 (b) for contract works at Murpar project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti (2006 (2) SCALE 115) and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman. The further case of party no. 1 (a) is that it has been entering into various contracts with various persons and each and every contract is an

independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no. 1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of section 25-F, 25-G or H of the Act or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no. 1 (a) to cross-examine the workman, on 8-11-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no. 1(a).

5. At the time of argument, it was submitted by the learned advocate for the workman that party no. 1 (a) had engaged M/s. B.G.M.L., a registered company and a Government of India Enterprises for preparation of underground roads up to the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 1-1-1993 to 2-7-1996 as a General Mazdoor and the workman was again appointed by party no. 1 (b) from 5-1-1997 to 28-12-2001 and the workman was sent for vocational training by party no. 1 (a) and as such, the workman was the employee of party no. 1 and party no. 1(a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no. 1(b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no. 1(b), preceding his termination and before the termination of the services of the workman, mandatory provisions of section 25-F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no. 1(a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the

party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded ex-parte against parties no. 1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar colliery by party no. 1 (a) and B.G.M.L. engaged him from 1-1-1993 to 2-7-1996 as a General Mazdoor and that he was again engaged by party no. 1 (b), another contractor from 5-1-1997 to 28-12-2001. It is never the case of the workman that he was engaged or appointed by party no. 1 (a). The only claim of the workman is that party no. 1 (a) had sent him for vocational training and he had undergone the training successfully. In support of such claim, the workman has filed the Xerox copy of the certificate granted in his favour for undergoing the vocational training from 2-9-1993 to 29-9-1993. It is necessary to mention here that it is obligatory to undergo vocational training for any person, who works underground in a coal mine in any capacity and it is the statutory duty of the management of the coal mine to arrange for such vocational training as per the Mines Act and the workman cannot be deemed to be an employee of party no. 1 (a), as because, he was sent for vocational training by party no. 1 (a).

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "contract labour", "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no. 1 (a) and he was employed by the contractors and the party no. 1 (a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman

that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such a mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no.1 (b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that:

"Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of "Continuous Service" need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25-F of the principal Act by substituting in clause (b) the words "for every completed year of continuous service" has removed a discordance between the unamended Section 25 B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25-B".

In the decision reported in AIR 1981 SC-1253 (Mehar Lal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

"Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2) Continuous service Scope of sub-sections (1) and (2) is different. (Words and phrases Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression "continuous". Both in principle and are

precedent it must be held that Section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A".

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that:

"Industrial Disputes Act (14 of 1947) S.25-F, 10 Retrenchment compensation—Termination of services without payment of—Dispute referred to Tribunal Case of workman/workman that he had worked for 240 dsys in a year preceding his termination Claim denied by management—Onus lies upon workman to show that he had in fact worked for 240 days in a year —In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination."

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand in now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

12. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with Section 25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 1 जून, 2012

का.आ. 2141.—औद्योगिक विवाद, अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 49/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-22012/364/2002-आई आर (सीएम-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st June, 2012

S. O. 2141.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 49/2006 of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor, Singhnagar, Dahegaon, and their workmen, received by the Central Government on 1-6-2012.

[No. L-22012/364/2002-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/49/2006 Date: 21-05-2012

Party No. 1(a) : The Sub Area Manager, WCL Murpar Project of (Umrer Area) of WCL, Post : Khadsanghi, Tah-Chimur, Distt. Chandrapur (MS.)

(b) : M/s. Singh & Sons, WCL Contractor, Singhnagar, Dahegaon, Chhindwara Road, Distt. Nagpur (MS)

Versus

Party No. 2 : Shri Motiram Laxman Jivtode, R/o Murpar, Post : Khadsanghi, Tehsil : Chimur, Distt. Chandrapur (MS).

AWARD

(Dated : 21st May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act") in

short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Motiram Laxman Jivtode, for adjudication, as per letter No. L-22012/364/2002-IR (CM-II) dated 21-03-2006, with the following schedule :—

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Motiram Laxman Jivtode, is legal and justified? If not, to what relief he is entitled?"

On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Motiram Laxman Jivtode, ("the workman" in short) and the management of the WCL ("Party No. 1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no. 1 (a) i.e. Sub-Area Manager, Murpar Project and party no. 1 (a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short) for the purpose of preparing underground road up to the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no. 1 (a) also engaged party no. 1 (b), M/s. Singh & Sons in its work w.e.f. 5-1-1997 and till party no. 1 (b) is working with party no. 1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L. as a General Mazdoor on 18-08-1992 and he continued to work till 2-7-1996 and thereafter, his services were utilized by party no. 1 (b) w.e.f. 05-01-1997 continuously till 28-12-2001 and he is a workman/employee of party no. 1 (a) and party no. 1 (a) is the principal employer and his appointment by both the contractors was oral and the party no. 1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no. 1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no. 1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of Section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1 (a) and 1 (b), but they did not re-employ him in violation of Section 25-H

of the Act. It is further pleaded by the workman that he along with other workers had submitted charter of various demand to the parties no. 1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no. 1 was the principal employer and party no. 1 (b) was the contractor of party no. 1 (a), for each and every act of the party no. 1 (b), the party no. 1 (a) was responsible and as such, the party no. 1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no. 1 (a) resisted the claim by filing its written statement. It is necessary to mention here that in spite of notice, party no. 1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no. 1 (a) has pleaded inter-alia that it had entered into a contract with B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and, inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3 1/2 months and the incline shaft drive within eight months and it also awarded another contract to party no. 1 (b) for construction of drive of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 1-1-1997 and 28-02-1998 respectively and after a gap of 15 months, another contract was given to party no. 1 (b) for construction of drive of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-05-1999 and 01-12-2001 respectively and it (party no. 1 (a)) was related to party no. 1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no. 1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no. 1 (b) for contract works at Murpar project, as a temporary contingent labour in

the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti (2006 (2) SCALE 115) and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1 (a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no. 1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of section 25-F, 25-G or H of the Act, or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no. 1 (a) to cross-examine the workman, on 8-11-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no. 1 (a).

5. At the time of argument, it was submitted by the learned advocate for the workman that party no. 1 (a) had engaged M/s. B.G.M.L., a registered company and a Government of India Enterprises for preparation of underground roads up to the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 18-08-1992 to 2-07-1996 as a General Mazdoor and the workman was again appointed by party no. 1 (b) from 5-1-1997 to 28-12-2001 and the workman was sent for vocational training by party no. 1 (a) and as such, the workman was the employee of party no. 1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no. 1 (b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no. 1 (b), preceding his termination and before the termination of the services of the workman, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation, was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no. 1 (a) and 1 (b) did not prepare and publish the seniority list as required under

Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded *ex parte* against parties no. 1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar Colliery by party no. 1 (a) and BGML engaged him from 18-08-1992 to 2-07-1996 as a General Mazdoor and that he was again engaged by party no. 1 (b), another contractor from 5-1-1997 to 28-12-2001.

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "contract labour", "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no. 1 (a) and he was employed by the contractors and the party no. 1 (a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory, and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication.

Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no. 1 (b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that:-

"Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of "Continuous Service" need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25-F of the principal Act by substituting in clause (b) the words "for every completed year of continuous service" has removed a discordance between the unamended Section 25-B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25-B".

In the decision reported in AIR 1981 SC-1253 (Mehanal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that, "Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2)- Continuous service-Scope of sub-sections (1) and (2) is different, (words and phrases-Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression "continuous". Both in principle and are precedent it must be held that Section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A".

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that :

"Industrial Disputes Act (14 of 1947- S. 25-F, 10-Retrenchment compensation—Termination of services without payment of—Dispute referred to Tribunal—Case of workman/workman that he had worked for 240 days in a year preceding his termination—Claim denied by management—Onus lies upon workman to show that he had in fact worked for 240 days in a year—In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination."

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25- F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand in now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out of the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

13. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25F read with Section 25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J.P. CHAND, Presiding, Officer

नई दिल्ली, 1 जून, 2012

का.आ. 2142.—औद्योगिक विवाद, अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 44/2006)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-22012/351/2002 आई आर (सी एम-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st June, 2012

S.O. 2142.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2006 of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor, Singhnagar, Dahegaon, and their workmen, received by the Central Government on 1-6-2012.

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/44/2006

Date: 21-05-2012.

Party No. 1(a): The Sub Area Manager, WCL Murpar Project of (Umrer Area) of WCL, Post : Khadsanghi, Tah-Chimur, Distt. Chandrapur (MS)

(b): M/ s. Singh & Sons, WCL Contractor, Singhnagar, Dahegaon, Chhindwara Road, Distt. Nagpur (MS)

Versus

Party No. 2 Shri Maroti Dharamji Dodke, R/o Murpar, Post : Khadsanghi, Tehsil : Chimur, Distt. Chandrapur (MS).

AWARD

(Dated : 21st May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Maroti Dharamji Dodke, for adjudication, as per letter No. L-22012/351/2002-IR (CM-II) dated 21-03-2006, with the following schedule:—

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Maroti Dharamji Dodke, is legal and justified? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written

statement and accordingly, the workman Shri Maroti Dharamji Dodke, ("the workman" in short) and the management of the WCL ("Party No. 1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under, the control and supervision of party no. 1 (a) i.e. Sub-Area Manager, Murpar Project and party no. 1 (a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short) for the purpose of preparing underground road up to the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no. 1 (a) also engaged party no. 1 (b), M/s. Singh & Sons in its work w.e.f. 05-01-1997 and till party no. 1 (b) is working with party no. 1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L. as a Driller on 11-09-1992 and he continued to work till 02-07-1996 and thereafter, his services were utilized by party no. 1 (b) w.e.f. 05-01-1997 continuously till 28-12-2001 and party no. 1 (a) sent him for vocational training from time to time and he had under-gone the said training successfully and he is a workman/employee of party no. 1 (a) and party no. 1 (a) is the principal employer and his appointment by both the contractors was oral and the party no. 1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no. 1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no. 1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of Section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1 (a) and (b), but they did not re-employ him in violation of Section 25-H of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various demand to the parties no. 1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the A.I.C (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no. 1 was the principal employer and party no. 1 (b) was the contractor of party no. 1 (a), for each and every act of the party no. 1 (b), the party no. 1 (a) was responsible and as such, the party no. 1 (a) is responsible for his illegal termination. The workman has

prayed for his reinstatement in service with continuity and full back wages.

3. The party no. 1 (a) resisted the claim by filing its written statement. It is necessary to mention here that inspite of notice, party no. 1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no. 1 (a) has pleaded inter-alia that it had entered into a contract with B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3½ months and the incline shaft drive within eight months and it also awarded another contract to party no. 1 (b) for construction of drive of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 01-01-1997 and 28-2-1998 respectively and after a gap of 15 months, another contract was given to party no. 1 (b) for construction of drive of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-05-1999 and 01-12-2001 respectively and it [party no. 1 (a)] was related to party no. 1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors, to appoint the employees as per their need. It is further pleaded by the party no. 1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no. 1 (b) for contract works at Murpar project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti [2006 (2) SCALE 115] and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1 (a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no. 1 (b), as they were of having different

legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitled for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of Section 25-F, 25-G or H of the Act or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no. 1 (a) to cross-examine the workman, on 8-11-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no. 1(a).

5. At the time of argument, it was submitted by the learned advocate for the workman that party no. 1 (a) had engaged M/s. B.G.M.L., a registered company and a Government of India Enterprises for preparation of underground roads up to the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 11-09-1992 to 02-07-1996 as a Driller and the workman was again appointed by party no. 1 (b) from 05-01-1997 to 28-12-2001 and the workman was sent for vocational training by party no. 1 (a) and as such, the workman was the employee of party no. 1 and party no. 1(a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no. 1 (b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no. 1(b), preceding his termination and before the termination of the services of the workman, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no. 1(a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded ex-parte against parties no. 1 (a) and 1 (b) still then, the workman is to discharge the

burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar Colliery by party no. 1 (a) and BGML engaged him from 11-09-1992 to 02-07-1996 as a Driller and that he was again engaged by party no. 1 (b), another contractor from 05-01-1997 to 28-12-2001. It is never the case of the workman that he was engaged or appointed by party no. 1 (a). The only claim of the workman is that party no. 1 (a) had sent him for vocational training and he had undergone the training successfully. In support of such claim, the workman has filed the Xerox copy of the certificate granted in his favour for undergoing the vocational training from 02-09-1993 to 29-09-1993. It is necessary to mention here that it is obligatory to undergo vocational training for any person, who works underground in a coal mine in any capacity and it is the statutory duty of the management of the coal mine to arrange for such vocational training as per the Mines Act and the workman cannot be deemed to be an employee of party no. 1 (a), as because, he was sent for vocational training by party no. 1 (a).

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "contract labour", "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no. 1 (a) and he was employed by the contractors and the party no. 1 (a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be

allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no.1 (b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that : —

“Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of “Continuous Service” need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25(B) and 2(cce) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25-F of the principal Act by substituting in clause (b) the words “for every completed year of continuous service” has removed a discordance between the unamended Section 25 B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25-B”.

In the decision reported in AIR 1981 SC-1253 (Meharal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

“Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2)- Continuous service-Scope of sub-sections (1) and (2) is different, (words and phrases-Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression “continuous”. Both in principle and are precedent it must be held that Section 25-B (2) comprehends a situation where a workman to in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the

date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A”.

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/ s. Essen Deinay Vs. Rajeev Kumar) has held that:

“Industrial Disputes Act (14 of 1947- S.25-F, 10-Retrenchment compensation—Termination of services without payment of Dispute referred to Tribunal Case of workman/workman that he had worked for 240 days in a year preceding his termination- Claim denied by management-Onus lies upon workman to show that he had in fact worked for 240 days in a year. In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination.”

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand in now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

12. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him. As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with Section 25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 1 जून, 2012

का.आ. 2143.—औद्योगिक विवाद, अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 201/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-22012/227/2001-आई आर (सी एम-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st June, 2012

S. O. 2143.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. (201/2002) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, NAGPUR as shown in the Annexure, in the industrial dispute between the management of New Majri U/G Sub Area of WCL and their workmen, received by the Central Government on 1-6-2012.

[No. L-22012/227/2001-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/201/2002 Date: 17-05-2012

Party No. 1 : The Sub Area Manager,
New Majri U/G Sub Area of WCL,
Post : Shivjinagar,
Chandrapur (M.S.)

V/s.

Party No. 2 : Smt. Gattu Mallu,
At-New Majri Colliery Dafai
No. 2 Post Shivjinagar
Chandrapur

AWARD

(Dated : 17th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of New Majri U/G Sub Area of WCL and their workman, Smt. Gattu Mallu, for adjudication, to CGIT-cum-Labour Court, Nagpur as per letter No. L-22012/227/2001-IR (CM-II) dated 6-9-2002, with the following schedule :

"Whether the action of the management in relation to New Majri Colliery Mine no. 2 New Majri U/G Sub Area of WCL in terminating the services of Smt. Gattu Mallu, General Mazdoor vide order No. WCL/NMC-3/MG/PER/1866/96 dated 20-08-96 is legal and justified? If not, to what relief is the workman entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, in response to which, the workman, Smt. Gattu Mallu, ("the workman" in short) filed the statement of claim and the management of the WCL, New Majri Area ("Party No. 1" in short) filed its written statement.

3. The case of the workman is that vide order dated 23-10-1989, she was appointed as a clay cartridge Mazdoor in New Majri colliery no. 3 on compassionate ground and was kept under probation for a period of one year and she knew only Telgu language and was not able to understand Hindi language and she completed vocational training from 3-1-1990 to 24-01-1990 and as she was ill, she could not attend her duties and was treated by various doctors, but as she was an illiterate lady, she did not obtain any certificate from the concerned doctors and due to her continuous illness, as she could not able to attend her duties, a charge sheet was issued against her on 16-4-1996, on the allegation of absenteeism and she denied the charges leveled against her and also mentioned that she did not remain absent intentionally and one Shri Deshpande was appointed as the Enquiry Officer by the management and the enquiry was conducted on 09-05-1996 and she was represented by her co-worker in the departmental enquiry and before the Enquiry Officer she admitted that she being an illiterate lady had no knowledge regarding submission of application for medical leave, but the enquiry officer failed to give her reasonable opportunity or to guide her to submit the medical certificates and other documents in connection with her treatment for illness and therefore, the findings recorded by the enquiry officer are illegal and perverse and ultimately she was terminated from service vide order dated 22-08-1996. It is further pleaded by the workman that she filed the medical treatment card of colliery hospital during the enquiry, which clearly shows that she was absent for sufficient cause and therefore, termination of her service is illegal and against the principles of natural justice and the misconduct of absenteeism is a minor and technical misconduct and as such, the punishment of dismissal from service imposed against her is disproportionate. The workman has prayed for her reinstatement in service with continuity and full back wages.

4. The party no. 1 in its written statement has pleaded inter-alia that the workman was appointed as a mazdoor in New Majri U/G mine no. 3 and not in Mine no. 2 as mentioned in the schedule of reference and the workman started absenting from duty unauthorisedly, without any sanctioned leave and without any intimation to the management, with effect from 1-4-1994 and as she remained absent for a too long period and there was no intimation from her about her whereabouts and the reason of her absence, charge sheet dated 16-4-1996 was submitted against her under the relevant provisions of the standing orders and the charge sheet was sent to her in her local as

well as home address, as declared by her in the service records and she was asked to submit her explanation within 72 hours of the receipt of the charge sheet, but the workman did not submit any explanation to the charges leveled against her within the stipulated time and therefore, it was decided to get the charges enquired into, through a departmental enquiry and accordingly, vide order dated 29-4-1996, Shri P.S. Despande was appointed as the Enquiry Officer and the workman was advised by the letter of the enquiry officer to attend the enquiry on the date, time and place as fixed by him and the enquiry was fixed to 9-5-1996 and the workman attended the enquiry on 9-5-1996 along with her co-worker and the enquiry officer read over and explained the charges to the workman and the workman did not admit the charges and thereafter, the procedure of the enquiry was explained to the parties by the enquiry officer and then, the management representative was asked to present his case and the management representative produced the documents and gave his statement regarding the unauthorized absence of the workman and though the workman was given opportunity to put question to the management representative, no question was put to him and the workman in her own statement gave out that she did not attend her duty due to sickness and initially, she was treated at the company's hospital and as she was not cured, she was treated by the private doctors and she also filed the prescription given by the doctor of the company and she was cross-examined by the management representative and the enquiry officer submitted his report to the manager, holding the workman guilty of the charge and considering the seriousness of the charges proved against her in a fair and proper enquiry, her services, were terminated by the colliery manager, vide order dated 23-08-1996 with the approval of the competent authority and the departmental enquiry held against the workman was fair and proper and the workman fully participated in the enquiry and reasonable opportunity was given to her to defend herself and in her cross-examination, she admitted that except the prescription given by the company's hospital, she had no other document to file and the findings are not perverse and the punishment is proportionate to the seriousness of charges proved against her and the workman is not entitled for any relief.

5. It is necessary to mention here that after filing of written statement by the management, the workman did not appear in the case and the case proceeded ex-parte against her.

6. As this is a case of termination of the services of the workman, after holding a departmental enquiry, the validity of the departmental enquiry was taken for consideration as a preliminary issue and as per order dated 28-09-2011, the enquiry was held to be legal, proper and in accordance with the principles of natural justice.

7. At the time of argument, it was submitted by the

learned advocate for the Party No. 1 that perversity of the report has not been challenged by the workman in the statement of claim and in the eyes of law, perversity has to be pleaded and proved and the Enquiry Officer has based his findings on the evidence led before him during the enquiry and the workman remained absent from duty for more than two years continuously, without any sanctioned leave which is a grave misconduct and such grave misconduct has been proved against her in a properly conducted enquiry and the punishment of termination of her services is not shockingly disproportionate and therefore, there is no scope to interfere with the punishment.

In support of such contentions, the learned advocate for the Party No. 1 placed reliance on the decisions reported in AIR 1972-2182 (The Benares Electrical and Power Supply Ltd. Vs. Labour Court II, Lucknow), 2001 LAB.I.C. 2367 (Syed Rahimuddin Vs. Director General C.S.I.R.), 2003 LAB.I.C. 757 (Regional Manager, U.P.S.R.T.C., Etawah Vs. Hotilal) and 2008 LAB.I.C. 415 (M/s. I. & T, Komatsu Ltd. Vs. M. Udaykumar).

8. Perused the record. The Enquiry Officer has based his findings on the materials on record of the enquiry and he has assigned cogent reasons in support of his findings and the findings of the Enquiry Officer cannot be held to be findings based on no evidence. Hence, the findings of the Enquiry Officer cannot be said to be perverse.

9. So far the proportionality of the punishment is concerned, grave misconduct of unauthorized absenteeism has been proved against the workman in a properly conducted departmental enquiry. Applying the principles enunciated by the Hon'ble Apex Court in the decisions cited by the learned advocate for the Party No. 1 as mentioned above, to the present case in hand, it is found that the punishment is not shockingly disproportionate. Hence, there is no scope to interfere with the punishment. Hence, it is ordered :

ORDER

The action of the management in relation to New Majri Colliery Mine no. 2 New Majri U/G Sub Area of WCL in terminating the services of Smt. Gattu Mallu, General Mazdoor vide order No. WCL/NMC-3/MG/PER/1866/96 dated 20-08-96 is legal and justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 1 जून, 2012

का.आ. 2144.—औद्योगिक विवाद, अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 42/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-22012/207/2003-आई आर (सीएम-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st June, 2012

S. O. 2144.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 42/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Western Coal fields Ltd., and their workmen, received by the Central Government on 1-6-2012.

[No. L-22012/207/2003-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/42/2004

Date: 11-05-2012

Party No. 1 : The Chief General Manager, Western Coalfields Limited, Pench Area, Post :—Parasia, Distt. Chhindwara, MP

Versus

Party No. 2 The General Secretary, Rashtriya Koyla Khadan Mazdoor Sangh (INTUC), Post: Chandametta, Distt. Chhindwara, MP

AWARD

(Dated : 11th May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL Pench Area and their workman, Shri Mehtab, for adjudication, as per letter No. L-22012/207/2003-IR (CM-II) dated 24-3-2004, with the schedule in Hindi Language, the English Version of which is as follows :

"Whether the action of Chief General Manager, Western Coalfield Limited, Pench Area, Post: Parasia, Distt. Chhindwara, M.P. in terminating the services of Shri Mehtab, general mazdoor, Mahadeo Colliery, w.e.f. 16-08-2000 is legal and justified? If not, to what relief the workman is entitled?

2. Being noticed, the union, Rashtriya Koyla Khadan Mazdoor Sangh ("the union" in short) filed the statement of claim on behalf of the workman, Shri Mehtab ("the workman" in short) and the management of WCL Pench Area ("Party no. 1" in short) filed the written statement.

The case of the workman as presented by the union in the statement of claim is that the workman as working as a general mazdoor at Mahadeopuri colliery and he could not attend his duties for the period from 09-04-99 to 30-03-2000, due to his physical sickness and during the said period, he was undergoing treatment in the government hospital, Chhindwara and after being declared fit, he joined duties and submitted the medical certificate in support of his illness and he was allowed to join duties, but all of a sudden, he was served with a charge sheet dated 28-03-2000 and one Shri S.N. Verma was appointed as the enquiry officer to enquire into the charges leveled against him in the charge sheet and Shri Verma submitted his findings on 20-06-2000, holding the charges to have been proved against him and on the basis of the report submitted by the Enquiry Officer, the Disciplinary Authority by order dated 16-08-2000, awarded the punishment of termination of the services of the workman and as such, his services were terminated w.e.f. 16-08-2000. The further case of the workman as present by the union is that the workman was an illiterate person and he did not know about the procedure of the departmental enquiry and on perusal of the proceedings of the enquiry, it could be found that the entire departmental enquiry was just a formality and the management was predetermined to terminate his services and the findings of the enquiry officer are perverse and the Disciplinary Authority also did not bother to see that the findings were prima-facie perverse and imposed the punishment, mechanically and therefore, the same is liable to be set aside and in the enquiry, though he produced the medical certificate, the enquiry officer did not consider the same and completed the formality and declared the charges to have been proved and the enquiry officer did not give any cogent reason in support of his conclusions and no show cause notice was given to him, before passing of the impugned punishment and the opportunity of personal hearing was also not given to him by the Disciplinary Authority and there was violation of principles of natural justice and as such, the enquiry was illegal and not proper.

3. The party no. 1 in its written statement has pleaded inter-alia that the workman was a habitual absentee and he used to remain absent from duty unauthorisedly, without intimation or permission or sanctioned leave and he was given ample opportunities to improve his conduct, but he did not show any interest in his duties and reported for duties according to his wish and desire, considering the concession shown to him as a weakness of the management and he attended duties only for 118 days, 87 days, and 36 days in 1997, 98 and 1999 respectively and he was issued with warnings in the past for his unauthorized absenteeism.

It is further pleaded by the party no.1 that the workman absented from duty unauthorisedly and without any intimation, permission or sanctioned leave from 09-04-1999 and accordingly, he was issued with the charge sheet dated 28-03-2000, under clause 26.30 of the Standing Orders and the workman submitted his reply to the charge sheet and he was permitted to resume duties vide order no. 301 dated 28-03-2000, pending disciplinary action and as the reply of the workman was found to be unsatisfactory, it was decided to conduct a departmental enquiry and accordingly Shri S. N. Verma was appointed as the Enquiry Officer and Shri A. Dutt was appointed as the management representative and the enquiry was held on different dates and the workman and his co-worker, Shri Prem Singh participated in the enquiry throughout and both the parties were given opportunities to lead evidence, cross-examine the witnesses of each other and both the parties availed full opportunity by leading oral and documentary evidence and the proceedings of the enquiry were signed by the workman and his co-worker, besides the enquiry officer and management representative and the enquiry officer submitted his report holding the workman guilty of the charges and the Disciplinary Authority examined the report of the enquiry officer with reference to the relevant documents on record and being satisfied about the correctness of the conclusions drawn by the enquiry officer, agreed with his findings and show cause notice was issued to the workman vide letter no. 2191 dated 28-07-2000, along with the copy of the enquiry report and as no satisfactory reply was received from the workman, his services were terminated by the Disciplinary Authority vide order no. 2227 dated 16-08-2000 and the enquiry held against the workman is legal, proper and justified and the enquiry was conducted by following the principles of natural justice and the findings are not perverse.

4. As this is a case of termination of the workman from services, after holding a departmental enquiry, the validity of the departmental enquiry was taken as a preliminary issue for consideration and as per order dated 02-08-2011, the departmental enquiry conducted against the workman was held to be legal, proper and in accordance with the principles of natural justice.

5. At the time of argument, it was submitted by the learned advocate for the workman that the findings of the enquiry officer are perverse and disciplinary authority also did not bother to see that findings of the enquiry officer are prima-facie perverse and went on passing the order of termination and the absence of the workman from duty was on the ground of his sickness and for the reasons beyond his control and he took proper treatment from the Government hospital, as the treatment in the company's hospital was not proper and was very poor and the workman produced the medical certificate in support of his illness in the enquiry, but the enquiry officer did not consider the reasons of absence of the workman and no

cogent reasons have been assigned by the enquiry officer for coming to the conclusions in the findings and as such, the findings are perverse and ought not to have been relied, for the purpose of awarding punishment of termination and before awarding the punishment, no show cause notice was given to the workman the opportunity of personal hearing was also not given and the impugned order have been passed without following the principles of natural justice and for that, the order impugned is liable to be set aside and punishment imposed against the workman is shockingly disproportionate to the alleged charges leveled against him and as such, the workman is entitled for reinstatement in service with continuity and full back wages and other consequential benefits.

6. Per contra, it was submitted by the learned advocate for the party no. 1 that as per order dated 02-08-2011, the enquiry conducted against the workman has already been held to be proper, valid and in accordance with the principles of natural justice and neither the findings of the enquiry officer are perverse nor the punishment imposed against the workman is shockingly disproportionate and had the workman been really sick, then he would have reported to the medical officer of the company and availed the free medical treatment as provided by the Coal Industry to its employees and even otherwise also, it is mandatory for the workman to report sick to the medical officer for availing sick leave and the workman neither reported sick to the medical officer nor availed treatment from the colliery hospital nor gave any information of his sickness to the management and the findings of the enquiry officer are very specific and the same are based on the evidence adduced in the enquiry and reasons have been assigned for arriving at the conclusions and the punishment of termination imposed against the workman cannot be said to be shockingly disproportionate to the proved grave misconduct, in a properly conducted departmental enquiry. It was also submitted that the workman was issued with a show cause notice vide letter no. 2191 dated 28-07-2000 alongwith a copy of the enquiry report and as no satisfactory reply was received from the workman, the competent authority decided to impose the punishment of termination from services against the workman and there is no provision in the Certified Standing Orders to give the scope of personal hearing to the workman before imposing the punishment and the workman is not entitled to any relief.

7. It is well settled that the strict rules of Evidence Act are not applicable to departmental enquiry and such enquiry is bound by fair play and natural justice and only total absence, but not sufficiency of evidence can be taken as a ground for interference by court and in a case, where there is no defect in procedure in the course of a domestic enquiry into the charges for misconduct against an employee, the Tribunal can interfere with an order only, where the findings are perverse or where there is no prima-

facie case and in such a case, the Tribunal does not sit as a court of appeal, weighing or re-appreciating the evidence itself, but only examines the findings of the enquiry officer on the evidence in the domestic enquiry as it is.

8. Judging with the touch stone of the settled principles as mentioned above to the present case at hand, it is found from the materials on record that this is not a case of no evidence and that the findings of the enquiry officer are based on the evidence adduced in the departmental enquiry and the enquiry officer has analyzed the evidence in a rational and logical manner and cogent reasons have been assigned for not accepting the evidence adduced by the workman in support of his illness and treatment.

The workman has admitted that he was absent from duty from 09-04-1999 to 13-03-2000. However, his plea for such absence was that he was ill during that period and was under treatment at Government hospital, Chhindwara. In support of his plea, the workman had produced Xerox copies of medical certificates alleged to be issued by the Asst. Surgeon of the said hospital. On perusal of the said certificates, it is found that nothing has been mentioned in the certificates as to whether the workman was treated as an outdoor or indoor patient in the hospital. The certificate regarding "taking of 8 months time for restoration of the health of the workman w.e.f. 13-07-1999" has not been signed by the doctor. It appears that the said certificate is not a genuine certificate. Such finding finds support from the certificate of fitness filed by the workman which was issued on 19-07-1999 (as found from the date given below the signature of the doctor even though the date 09-07-1999 has been mentioned against the column "Date"). According to the said certificate the workman was found fit to join duty w.e.f. 19-07-1999. If the workman was found fit for resuming duty w.e.f. 19-07-1999, there was no question of issuing another certificate by the same doctor that about eight months time was required for recovery of the workman w.e.f. 13-07-1999. In view of the facts of filing of suspicious documents by the workman in support of his illness and treatment and his not intimating the medical officer of the company's hospital regarding his illness and not availing free treatment in the company's hospital, it cannot be said that the workman was prevented by sufficient cause for not attending duty.

On perusal of the evidence adduced in the departmental enquiry, it is found that it is also not a case where no reasonable person can arrive at a conclusion of guilt made out against the workman. Hence, the findings of the enquiry officer cannot be said to be perverse.

9. It is also found from record that the workman was supplied with the copy of the enquiry report as per letter dated 28-07-2000, under the provision of the Standing Orders.

10. So far the proportionality of the punishment is concerned, grave misconduct of unauthorized absence from duty has been proved against the workman in a properly conducted departmental enquiry. The punishment imposed against the workman cannot be said to be shockingly disproportionate. Hence, there is no scope to interfere with the punishment imposed against the workman. Hence it is ordered :

ORDER

The action of Chief General Manager, Western Colalfield Limited, Pench Area, Post: Parasia, Distt. Chhindwara M.P. in terminating the services of Shri Mehtab, general mazdoor, Mahadeo Colliery, w. e. f. 16-08-2000 is legal and justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 1 जून, 2012

का.आ. 2145.—औद्योगिक विवाद, अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 58/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-06-2012 को प्राप्त हुआ था।

[सं. एल. 22012/394/2002 आई आर (सीएम II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st June, 2012

S. O. 2145.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 58/2006) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor, Singhnagar, Dahegaon, and their workmen, received by the Central Government on 01-06-2012.

[No. I-22012/394/2002-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT,
NAGPUR**

Case No. CGIT/NGP/58/2006

Date: 21-5-2012

Party No. 1 (a): The Sub Area Manager, WCL, Murpar Project of (Umrer Area) of WCL, Post: Khadsanghi, Tah -Chimur, Distt. Chandrapur (MS).

(b): M/s. Singh & Sons,
WCL Contractor, Singhnagar,
Dahegaon, Chhindwara Road,
Distt. Nagpur (MS)

VERSUS

Party No. 2 : Shri Ganpat Bapurao Rajurkar,
R/o Murpar, Post: Khadsangi,
Tehsil: Chimur, Distt. Chandrapur(MS).

AWARD

(Dated : 21st May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Ganpat Bapurao Rajurkar, for adjudication, as per letter No. L-22012/394/2002-IR (CM-II) dated 21-03-2006, with the following schedule :—

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Ganpat Bapurao Rajurkar, is legal and justified? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Ganpat Bapurao Rajurkar, ("the workman" in short) and the management of the WCL ("Party No. 1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no. 1 (a) i.e. Sub-Area Manager, Murpar Project and party no. 1 (a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short) for the purpose of preparing underground road up to the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no. 1 (a) also engaged party no. 1 (b), M/s. Singh & Sons in its work w.e.f. 05-01-1997 and till party no. 1 (b) is working with party no. 1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L. as a General Mazdoor on 10-06-1993 and he continued to work till 02-07-1996 and thereafter, his services were utilized by party no. 1 (b) w.e.f. 01-01-1997 continuously till 28-12-2001 and he is a workman/employee of party no. 1 (a) and party no. 1 (a) is the principal employer and his appointment by both the contractors was oral and the party no. 1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of Section

25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no. 1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no. 1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of Section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1 (a) and 1 (b), but they did not re-employ him in violation of Section 25-II of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various demand to the parties no. 1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December, 2001 was not paid to him and as party no. 1 was the principal employer and party no. 1 (b) was the contractor of party no. 1 (a), for each and every act of the party no. 1 (b), the party no. 1 (a) was responsible and as such, the party no. 1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no. 1 (a) resisted the claim by filing its written statement. It is necessary to mention here that inspite of notice, party no. 1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no. 1 (a) has pleaded Inter-alia that it had entered into a contract with B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3½ months and the incline shaft drive within eight months and it also awarded another contract to party no. 1 (b) for construction of drive of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 01-01-1997 and 28-02-1998 respectively and after a gap of 15 months, another contract was given to party no. 1 (b) for construction of drive of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-05-1999 and 01-12-2001 respectively and it (party no. 1 (a)) was related to party no. 1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no. 1 (a) that as per the provisions of the Mines Act, every person, whether

employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no. 1 (b) for contract works at Murpar project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of *State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti* [2006 (2) SCALE 115] and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1 (a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no. 1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of section 25-F, 25-G or H of the Act or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no. 1 (a) to cross-examine the workman, on 08-11-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no. 1 (a).

5. At the time of argument, it was submitted by the learned advocate for the workman that party no. 1 (a) had engaged M/s. B.G.M.L., a registered company and a Government of India Enterprises for preparation of underground roads up to the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 10-06-1993 to 02-07-1996 as a General Mazdoor and the workman was again appointed by party no. 1 (b) from 01-01-1997 to 28-12-2001 and the workman was sent for vocational training by party no. 1 (a) and as such, the workman was the employee of party no. 1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party

no. 1 (b) w.c.f. 29-12-2001 and the workman had worked for more than 240 days with the party no. 1 (b), preceding his termination and before the termination of the services of the workman, mandatory provisions of section 25-F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no. 1 (a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded ex-parte against parties no. 1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar Colliery by party no. 1 (a) and BGML engaged him from 10-06-1993 to 02-07-1996 as a General Mazdoor and that he was again engaged by party no. 1 (b), another contractor from 01-01-1997 to 28-12-2001.

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "contract labour", "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no. 1 (a) and he was employed by the contractors and the party no. 1 (a) was not controlling

or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no.1 (b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex Court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that :—

“Though section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of “Continuous Service” need not be read into section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended section 25-B only consolidates the provisions of section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of section 25-F of the principal Act by substituting in clause (b) the words “for every completed year of continuous service” has removed a discordance between the unamended section 25 B and the unamended Cl. (b) of section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended section 25- B”.

In the decision reported in AIR 1981 SC-1253 (Mehanal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

“Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2)—Continuous service—Scope of sub-sections (1) and (2) is different (words and phrases—Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25- B as the dictionary clause for the

expression “continuous”. Both in principle and are precedent it must be held that section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and Chapter V-A”.

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that :

“Industrial Disputes Act (14 of 1947-S.25-F, 10-Retrenchment compensation-Termination of services without payment of Dispute referred to Tribunal-Case of workman/workman that he had worked for 240 days in a year preceding his termination. Claim denied by management—Onus lies upon workman to show that he had in fact worked for 240 days in a year-In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination.”

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand in now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination. According the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

13. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in section 25-F read with section 25-B of the Act, the provisions of section 25-F are not applicable to his case and as such, he is not entitled for any relief.

ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 1 जून, 2012

का.आ. 2146.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 48/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-22012/363/2002-आईआर (सीएम-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st June, 2012

S.O. 2146.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/2006 of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor, Singhnagar, Dahegaon, and their workmen, received by the Central Government on 1-6-2012.

[No. L-22012/363/2002-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/48/2006

Date : 21-5-2012

Party No. 1 (a) : The Sub Area Manager, WCL
Murpar Project of (Umrer Area) of WCL,
Post: Khadsanghi, Tah-Chimur,
Distt. Chandrapur (MS)

(b) : M/s. Singh & Sons,
WCL Contractor, Singhnagar, Dahegaon,
Chhindwara Road, Distt. Nagpur (MS)

Versus

Party No. 2 : Shri Pitamber Shyamrao Deshmukh,
R/o Minzhari, Post : Khadsangi,
Tehsil : Chimur, Distt. Chandrapur (MS).

AWARD

(Dated : 21st May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Pitamber Shyamrao Deshmukh, for adjudication, as per letter No.

L-22012/363/2002-IR (CM-II) dated 21-3-2006, with the following schedule :—

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Pitamber Shyamrao Deshmukh, is legal and justified? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Pitamber Shyamrao Deshmukh, ("the workman" in short) and the management of the WCL ("Party No. 1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no. 1 (a) i.e. Sub-Area Manager, Murpar Project and party no. 1 (a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short) for the purpose of preparing underground road up to the border of coal for the said, coal mine and the contract of the said work was from 1992 to 1996 and the party no. 1 (a) also engaged party no. 1 (b), M/s. Singh & Sons in its work w.e.f. 05-01-1997 and till party no. 1 (b) is working with party no. 1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L. as a General Mazdoor on 12-8-1993 and he continued to work till 2-7-1996 and thereafter, his services were utilized by party no. 1 (b) w.e.f. 05-01-1997 continuously till 28-12-2001 and party no. 1 (a) sent him for vocational training from time to time and he had under gone the said training successfully and he is a workman/ employee of party no. 1 (a) and party no. 1 (a) is the principal employer and his appointment by both the contractors was oral and the party no. 1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no. 1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no. 1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1 (a) and 1 (b), but they did not re-employ him in violation of section 25-H of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various

demand to the parties no. 1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no. 1 was the principal employer and party no. 1 (b) was the contractor of party no. 1 (a), for each and every act of the party no. 1 (b), the party no. 1 (a) was responsible and as such, the party no. 1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no. 1 (a) resisted the claim by filing its written statement. It is necessary to mention here that in spite of notice, party no. 1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no. 1 (a) has pleaded inter-alia that it had entered into a contract with B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3½ months and the incline shaft drive within eight months and it also awarded another contract to party no. 1 (b) for construction of drive of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 01-01-1997 and 28-02-1998 respectively and after a gap of 15 months, another contract was given to party no. 1 (b) for construction of drive of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-05-1999 and 01-12-2001 respectively and it [party no. 1 (a)] was related to party no. 1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no. 1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no. 1 (b) for contract works at Murpar project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti [2006 (2) SCALE 115] and many others, the

workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1 (a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no. 1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of section 25-F, 25-G or H of the Act or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no. 1 (a) to cross-examine the workman, on 8-11-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no. 1 (a).

5. At the time of argument, it was submitted by the learned advocate for the workman that party no. 1 (a) had engaged M/s. B.G.M.L., a registered company and a Government of India Enterprises for preparation of underground roads up to the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 12-08-1993 to 2-7-1996 as a General Mazdoor and the workman was again appointed by party no. 1 (b) from 05-01-1997 to 28-12-2001 and the workman was sent for vocational training by party no. 1 (a) and as such, the workman was the employee of party no. 1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no. 1 (b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no. 1 (b), preceding his termination and before the termination of the services of the workman, mandatory provisions of section 25-F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no. 1 (a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lie upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded *ex parte* against parties no. 1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar Colliery by party no. 1 (a) and BGML engaged him from 12-08-1993 to 02-07-1996 as a General Mazdoor and that he was again engaged by party no. 1 (b), another contractor from 05-01-1997 to 28-12-2001. It is never the case of the workman that he was engaged or appointed by party no. 1 (a). The only claim of the workman is that party no. 1 (a) had sent him for vocational training and he had undergone the training successfully. In support of such claim, the workman has filed the Xerox copy of the certificate granted in his favour for undergoing the vocational training from 02-09-1993 to 29-09-1993. It is necessary to mention here that it is obligatory to undergo vocational training for any person, who works underground in a coal mine in any capacity and it is the statutory duty of the management of the coal mine to arrange for such vocational training as per the Mines Act and the workman cannot be deemed to be an employee of party no. 1 (a), as because, he was sent for vocational training by party no. 1 (a).

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "contract labour", "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no.1(a) and he was employed by the contractors and the party no.1 (a) was not controlling or supervising the work of the workman. It is the definite

stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no. 1 (b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex Court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that:-

"Though section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of "Continuous Service" need not be read into section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended section 25-B only consolidates the provisions of section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of section 25-F of the principal Act by substituting in clause (b) the words "for every completed year of continuous service" has removed a discordance between the unamended section 25 B and the unamended Cl. (b) of section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended section 25-B".

In the decision reported in AIR 1981 SC-1253 (Mehanlal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

"Industrial Disputes Act (14 of 1947). Section 25- b (1) and (2)- Continuous service-Scope of sub-sections (1) and (2) is different, (words and phrases-Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25- B as the dictionary clause for the expression "continuous". Both in principle and are precedent it must be held that section 25- B (2) comprehends

a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A".

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that:

"Industrial Disputes Act (14 of 1947) S.25-F, 10-Retrenchment compensation-Termination of service without payment of -Dispute referred to Tribunal Case of workman/workman that he had worked for 240 days in a year preceding his termination-Claim denied by management-Onus lies upon workman to show that he had in fact worked for 240 days in a year. In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination."

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of section 25- F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand in now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

13. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

14. As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with section 25-B of the Act, the provisions of Section 25- F are not applicable to his case and as such, he is not entitled for any relief.

ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 1 जून, 2012

का.आ. 2147.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल.

के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 45/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-22012/352/2002-आईआर (सीएम-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st June, 2012

S.O. 2147.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 45/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor, Singhnagar, Dahegaon, and their workmen, received by the Central Government on 1-6-2012.

[No. L-22012/352/2002-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/45/2006

Date: 21-5-2012

Party No. 1 (a): The Sub Area Manager, WCL
Murpar Project of (Umrer Area) of WCL,
Post: Khadsanghi, Tah-Chimur,
Distt. Chandrapur (MS)

(b) : M/s. Singh & Sons,
WCL Contractor, Singhnagar, Dahegaon,
Chhindwara Road, Distt. Nagpur (MS)

Versus

Party No. 2 : Shri Nana Laxman Sarpate,
R/o Murpar, Post: Khadsanghi,
Tehsil: Chimur, Distt. Chandrapur (MS).

AWARD

(Dated: 21st May, 2012).

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Nana Laxman Sarpate, for adjudication, as per letter No. L-22012/352/2002-IR (CM-II) dated 21-03-2006, with the following schedule.

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Nana Laxman Sarpate, is legal and justified. If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written

statement and accordingly, the workman Shri Nana Laxman Sarpate, ("the workman" in short) and the management of the WCL ("Party No. 1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no. 1 (a) i.e. Sub-Area Manager, Murpar Project and party no. 1(a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short) for the purpose of preparing underground road up to the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no. 1 (a) also engaged party no. 1 (b), M/s. Singh & Sons in its work w.e.f. 5-1-1997 and till party no. 1 (b) is working with party no. 1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L. as a General Mazdoor on 19-8-1993 and he continued to work till 2-7-1996 and thereafter, his services were utilized by party no. 1 (b) w.e.f. 05-01-1997 continuously till 28-12-2001 and party no. 1 (a) sent him for vocational training from time to time and he had undergone the said training successfully and he is a workman employee of party no. 1 (a) and party no. 1 (a) is the principal employer and his appointment by both the contractors was oral and the party no. 1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no. 1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no. 1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of Section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1 (a) and 1 (b), but they did not re-employ him in violation of Section 25-H of the Act. It is further pleaded by the workman that he along with other workers had submitted charter of various demand to the parties no. 1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the A.I.C (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no. 1 was the principal employer and party no. 1 (b) was the contractor of party no. 1 (a), for each and every act of the party no. 1 (b), the party no. 1 (a) was responsible and as such, the party no. 1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no. 1 (a) resisted the claim by filing its written statement. It is necessary to mention here that inspite of notice, party no. 1 (b) neither appeared in the case nor contested the claim.

4. In its written statement, the party no. 1 (a) has pleaded inter-alia that it had entered into a contract with B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3½ months and the incline shaft drivagewithin eight months and it also awarded another contract to party no. 1 (b) for construction of driveage of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of commencement and completion were 01-01-1997 and 28-02-1998 respectively and after a gap of 15 months, another contract was given to party no. 1 (b) for construction of driveage of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-05-1999 and 01-12-2001 respectively and it (party no. 1 (a)) was related to party no. 1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no. 1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no. 1 (b) for contract works at Murpar project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti (2006 (2) SCALE 115) and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no. 1 (a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no. 1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never

any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of Section 2S-F, 25-G or H of the Act or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no. 1 (a) to cross-examine the workman, on 8-11-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no. 1 (a).

5. At the time of argument, it was submitted by the learned advocate for the workman that party no. 1 (a) had engaged M/s. B.G.M.L., a registered company and a Government of India Enterprises for preparation of underground roads up to the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 19-8-1993 to 2-7-1996 as a General Mazdoor and the workman was again appointed by party no. 1 (b) from 5-1-1997 to 28-12-2001 and the workman was sent for vocational training by party no. 1 (a) and as such, the workman was the employee of party no. 1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no. 1 (b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no. 1 (b), preceding his termination and before the termination of the services of the workman, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no. 1 (a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded exparte against parties no. 1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of

Murpar colliery by party no. 1 (a) and BGML engaged him from 19-8-1993 to 2-7-1996 as a General Mazdoor and that he was again engaged by party no. 1 (b), another contractor from 5-1-1997 to 28-12-2001. It is never the case of the workman that he was engaged or appointed by party no. 1 (a). The only claim of the workman is that party no. 1 (a) had sent him for vocational training and he had undergone the training successfully. In support of such claim, the workman has filed the Xerox copy of the certificate granted in his favour for undergoing the vocational training from 2-9-1993 to 29-9-1993. It is necessary to mention here that it is obligatory to undergo vocational training for any person, who works underground in a coal mine in any capacity and it is the statutory duty of the management of the coal mine to arrange for such vocational training as per the Mines Act and the workman cannot be deemed to be an employee of party no. 1 (a), as because, he was sent for vocational training by party no. 1 (a).

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "contract labour", "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in all establishment would have direct relationship with the principal employer as a servant of master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no. 1 (a) and he was employed by the contractors and the party no. 1 (a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no. 1 (b) is concerned, I think it

necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that:-

"Though Section 25-F speaks of continuous service for not less than one year under' the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of "Continuous Service" need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25(B) and 2(eee) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25-F of the principal Act by substituting in clause (b) the words "for every completed year of continuous service" has removed a discordance between the unamended section 25 B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25- B".

In the decision reported in AIR 1981 SC-1253 (Mehanal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

"Industrial Disputes Act (14 of 1947). Section 25- B (1) and (2)- Continuous service-Scope of sub-sections (1) and (2) is different, (words and phrases-Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25- B as the dictionary clause for the expression "continuous". Both in principle and are precedent it must be held that Section 25- B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A".

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that:

"Industrial Disputes Act (14 of 1947) S.25-F, 10-Retrenchment compensation-Termination of services without payment of -Dispute referred to Tribunal-Case of workman/workman that he had worked for 240days in a year preceding his termination- Claim denied by management-Onus lies upon workman to show that he had in fact worked for 240 days in a year-In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination."

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25- F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand is now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

12. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with Section 25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 1 जून, 2012

का.आ. 2148.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 46/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6 2012 को प्राप्त हुआ था।

[सं. एल 22012/361/2002 आईआर (सीएम II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st June, 2012

S.O. 2148.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 46/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor, Singhnagar, Dahegaon, and their workmen, received by the Central Government on 1-6-2012.

[No. L-22012/361/2002-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/46/2006

Date: 21-5-2012

Party No.1 (a) : The Sub Area Manager, WCL
Murpar Project of (Umrer Area) of WCL,
Post: Khadsanghi, Tah-Chimur,
Distt. Chandrapur (MS)

(b) : M/s. Singh & Sons,
WCL Contractor, Singhnagar, Dahegaon,
Chhindwara Road, Distt. Nagpur (MS)

Versus

Party No. 2: Shri Shankar Keshavrao Parchake,
R/o Murpar, Post: Khadsangi,
Tehsil: Chimur, Distt. Chandrapur (MS).

AWARD

(Dated: 21st May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Shankar Keshavrao Parchake, for adjudication, as per letter No.L-22012/361/2002-IR (CM-II) dated 21-3-2006, with the following scheduler :—

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Shankar Keshavrao Parchake, is legal and justified? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Shankar Keshavrao Parchake, ("the workman" in short) and the management of the WCL ("Party No.1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project"

and the same is under the control and supervision of party no.1 (a) i.e. Sub-Area Manager, Murpar Project and party no.1(a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short) for the purpose of preparing underground road up to the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no.1 (a) also engaged party no. 1 (b), M/s. Singh & Sons in its work w.e.f. 5-01-1997 and till party no. 1 (b) is working with party no. 1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L. as a General Mazdoor on 21-09-1993 and he continued to work till 2-7-1996 and thereafter, his services were utilized by party no.1 (b) w.e.f. 5-1-1997 continuously till 28-12-2001 and he is a workman/employee of party no.1 (a) and party no.1 (a) is the principal employer and his appointment by both the contractors was oral and the party no.1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no.1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no.1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of Section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1 (a) and 1 (b), but they did not re-employ him in violation of Section 25-H of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various demand to the parties no.1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (C) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no.1 was the principal employer and party no.1 (b) was the contractor of party no.1 (a), for each and every act of the party no.1 (b), the party no.1(a) was responsible and as such, the party no.1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no.1 (a) resisted the claim by filing its written statement. It is necessary to mention here that in spite of notice, party no.1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no.1 (a) has pleaded inter-alia that it had entered into a contract with

B.G.M.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3 ½ months and the incline shaft drive within eight months and it also awarded another contract to party no. 1 (b) for construction of drive of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar Project of which the date of commencement and completion were 1-1-1997 and 28-2-1998 respectively and after a gap of 15 months, another contract was given to party no. 1 (b) for construction of drive of incline shaft at Murpar Project and the dates of commencement and completion of the said contract were 29-5-1999 and 1-12-2001 respectively and it [party no. 1 (a)] was related to party no. 1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no.1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no.1 (b) for contract works at Murpar Project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti [2006 (2) SCALE 115] and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no.1 (a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.L. and the contract given to party no.1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of Sections 2S-F, 2S-G or H of the Act, or payment

of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no.1 (a) to cross-examine the workman, on 08-11-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no.1(a).

5. At the time of argument, it was submitted by the learned advocate for the workman that party no.1 (a) had engaged M/s. B.G.M.L., a registered company and a Government of India Enterprises for preparation of underground roads up to the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 21-9-1993 to 2-7-1996 as a General Mazdoor and the workman was again appointed by party no. 1 (b) from 5-1-1997 to 28-12-2001 and the workman was sent for vocational training by party no.1 (a) and as such, the workman was the employee of party no. 1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no.1 (b) w.e.f. 29-12-2001 and the workman had worked for more than 240 days with the party no.1 (b), preceding his termination and before the termination of the services of the workman, mandatory provisions of Section 25- F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no.1 (a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded exparte against parties no. 1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L. who was given contract for construction of roads in the underground of Murpar Colliery by party no. 1 (a) and BGML engaged him from 21-9-1993 to 2-7-1996 as a General Mazdoor and that he was again engaged by party no. 1 (b), another contractor from 5-1-1997 to 28-12-2001.

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "contract labour", "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of Master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no.1(a) and he was employed by the contractors and the party no. 1 (a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no. 1 (b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex Court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that:-

"Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of "Continuous Service" need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25(B) and 2(ccc) in one place, adding some other matters. The purport of the new provisions however, is not different. In fact, the amendment of Section 25-F of the principal Act by

substituting in clause (b) the words "for every completed year of continuous service" has removed a discordance between the unamended Section 25B and the unamended Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25-B".

In the decision reported in AIR 1981 SC-1253 (Mehanal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

"Industrial Disputes Act (14 of 1947) Section 25-B (1) and (2)- Continuous service-Scope of sub-sections (1) and (2) is different, (words and phrases-Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression "continuous". Both in principle and are precedent it must be held that Section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and Chapter V-A".

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that :

"Industrial Disputes Act (14 of 1947) S.-25-F, 10-Retrenchment compensation-Termination of services without payment of -Dispute referred to Tribunal-Case of workman/workman that he had worked for 240 days in a year preceding his termination-Claim denied by management- Onus lies upon workman to show that he had in fact worked for 240 days in a year-In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination."

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand is now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

13. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with Section 25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 1 जून, 2012

का.आ. 2149.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 47/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2012 को प्राप्त हुआ था।

[सं. एल-22012/362/2002-आईआर (सीएम-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 1st June, 2012

S.O. 2149.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Murpar Project of (Umrer Area) of WCL, WCL Contractor, Singhnagar, Dahegaon, and their workmen, received by the Central Government on 1-6-2012.

[No. I-22012/362/2002-IR (CM-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/47/2006

Date: 21-5-2012

Party No.1 (a) : The Sub Area Manager, WCL
Murpar Project of (Umrer Area) of WCL,
Post: Khadsanghi, Tah-Chimur,
Distt. Chandrapur (MS)

(b) : M/s. Singh & Sons,
WCL Contractor, Singhnagar, Dahegaon,
Chhindwara Road, Distt. Nagpur (MS)

Versus

Party No. 2: Shri Bandu Motiram Choudhari,
R/o Murpar, Post: Khadsanghi,
Tehsil: Chimur, Distt. Chandrapur (MS).

AWARD

(Dated: 21st May, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman Shri Bandu Motiram Choudhari for adjudication, as per letter No. L-22012/362/2002-IR (CM-II) dated 21-03-2006, with the following schedule :—

"Whether the action of the management of WCL and M/s. Singh & Sons Contractor of WCL in terminating the services of Shri Bandu Motiram Choudhari, is legal and justified? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman Shri Bandu Motiram Choudhari, ("the workman" in short) and the management of the WCL ("Party No.1" in short) filed its written statement.

The case of the workman is that there is a coal mine at Murpar, which is known as "W.C. Ltd. Murpar Project" and the same is under the control and supervision of party no.1 (a) i.e. Sub-Area Manager, Murpar Project and party no.1(a) engaged M/s. Bharat Gold Mines Ltd., Karnataka, ("B.G.M.L." in short) for the purpose of preparing underground road up to the border of coal for the said coal mine and the contract of the said work was from 1992 to 1996 and the party no.1 (a) also engaged party no.1 (b), M/s. Singh & Sons in its work w.e.f. 5-1-1997 and till party no. 1 (b) is working with party no. 1 (a) for the purpose of preparing the underground roads for functioning of the said coal mine and he was engaged by B.G.M.L. as a Driller on

11-08-1993 and he continued to work till 2-7-1996 and thereafter, his services were utilized by party no.1 (b) w.e.f. 05-01-1997 continuously till 28-12-2001 and he is a workman/employee of party no.1 (a) and party no.1 (a) is the principal employer and his appointment by both the contractors was oral and the party no.1 (b) terminated his services orally w.e.f. 29-12-2001 and he had worked for more than 240 days preceding to his termination and while terminating his services, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's wages in lieu of notice, nor retrenchment compensation was paid to him by parties no.1 (a) and (b) and as such, termination of his services is illegal and though at the time of his termination, more than 700 workers were working with parties no.1 (a) and (b), they did not prepare and publish final seniority list of all the workers including himself, at least seven days prior to the termination, as provided under Rule 77 of the Industrial Disputes (Central) Rules, 1957 and there was no compliance of Section 25-G of the Act and the termination of his services amounted to retrenchment and at the time of his retrenchment, plenty of work was available and now also, plenty of work is available with parties no. 1 (a) and 1 (b), but they did not re-employ him in violation of Section 25-H of the Act. It is further pleaded by the workman that he alongwith other workers had submitted charter of various demand to the parties no.1 (a) and 1 (b), but they did not fulfill the same and for that a dispute was pending before the ALC (c) Chandrapur and for the said reason, his services with many other workers were terminated and wages for December 2001 was not paid to him and as party no.1 was the principal employer and party no.1 (b) was the contractor of party no.1 (a), for each and every act of the party no.1 (b), the party no.1(a) was responsible and as such, the party no.1 (a) is responsible for his illegal termination. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The party no.1 (a) resisted the claim by filing its written statement. It is necessary to mention here that in spite of notice, party no.1 (b) neither appeared in the case nor contested the claim.

In its written statement, the party no.1(a) has pleaded inter-alia that it had entered into a contract with B.G.M.I.L. for carrying out open excavation, for construction of a pair of inclines and inclined shaft sinking in the coal mine of Murpar Project and as per the terms of contract, the open excavation work was to be completed within a period of 3 ½ months and the incline shaft drivage within eight months and it also awarded another contract to party no. 1(b) for construction of drivage of a pair of incline shaft through sedimentary rocks like sand stone from seam VII to seam V at Murpar project of which the date of

commencement and completion were 01-01-1997 and 28-02-1998 respectively and after a gap of 15 months, another contract was given to party no. 1 (b) for construction of drivage of incline shaft at Murpar project and the dates of commencement and completion of the said contract were 29-05-1999 and 01-12-2001 respectively and it (party no. 1 (a)) was related to party no. 1 (b) only as per the terms of contract and it was not at all responsible for providing employees to the contractors and it was the duty of the contractors to appoint the employees as per their need. It is further pleaded by the party no.1 (a) that as per the provisions of the Mines Act, every person, whether employed by the principal employer or the contractor, whether in a casual capacity or in permanent capacity, to work in an underground mine, is required to be imparted vocational training by the principal employer and the cost of the training is borne by the contractor concerned and the engagement of the labourers was the job of the contractor and it was no way involved in the matter and no document has been produced by the workman to show that he was appointed by it and the contractor had appointed the workman till the completion of the contract and the documents filed by the workman show that he was appointed by party no.1(b) for contract works at Murpar project, as a temporary contingent labour in the project and in view of the principles enunciated by the Hon'ble Apex Court in the case of State of Karnataka Vs. Umadevi, Union Public Service Commission Vs. Girish Jayanti [2006 (2) SCALE 115] and many others, the workman is not entitled for regularization or reinstatement in service as he was a temporary workman.

The further case of party no.1 (a) is that it has been entering into various contracts with various persons and each and every contract is an independent contract, which cannot be clubbed with each other and there was no nexus between the contract given to B.G.M.I.L. and the contract given to party no.1 (b), as they were of having different legal entities and if they had engaged the same workman for doing separate works, the workman did not become permanent or entitle for regularization and there was never any relationship of employer and employee between it and the workman and he was never in its employment and as such, there was no question of compliance of the principles of Section 25-F, 25-G or H of the Act, or payment of wages by it to the workman and the workman is not entitled for any relief.

4. The workman besides placing reliance on documentary evidence, filed his own evidence on affidavit in support of his claim. It is necessary to mention here that as nobody appeared on behalf of the party no.1 (a) to cross-examine the workman, on 08-11-2011, "no cross" order was passed and order was also passed to proceed with the case ex-parte against the party no.1(a).

5. At the time of argument, it was submitted by the learned advocate for the workman that party no.1 (a) had engaged M/s. B.G.M.L., a registered company and a Government of India Enterprises for preparation of underground roads up to the boarder of coal in Murpar Coal Mine and the said contract was from the year 1992 to 1996 and the said company had appointed the workman from 11-8-1993 to 02-07-1996 as a Driller and the workman was again appointed by party no-1 (b) from 05-01-1997 to 28-12-2001 and the workman was sent for vocational training by party no.1 (a) and as such, the workman was the employee of party no. 1 and party no. 1 (a) is the principal employer and the appointment of the workman by both the contractors was oral appointment and the services of the workman were terminated by party no.1 (b) w.e.f. 29-12-2001 and he workman had worked for more than 240 days with. he party no.1 (b), preceding his termination and before the termination of the services of the workman, mandatory provisions of Section 25-F of the Act were not complied with and neither one month's notice, nor one month's pay in lieu of the notice, nor retrenchment compensation was given to the workman and as such, the termination of the workman is illegal and such termination amounts to retrenchment and party no.1 (a) and 1 (b) did not prepare and publish the seniority list as required under Rule 77 of Industrial Disputes (Central) Rules, 1957, even though more than 700 workers were working with them in various category and as such, there was violation of the provisions of Section 25-G of the Act and therefore, the workman is entitled to reinstatement in service with continuity and full back wages.

6. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and if no evidence is produced, the party invoking the jurisdiction of the court must fail. So, in this case, even if the case proceeded exparte against parties no. 1 (a) and 1 (b) still then, the workman is to discharge the burden by adducing evidence to show that legally he is entitled for the reliefs claimed by him.

7. In this case, it is the admitted case of the workman that he was engaged by M/s. B.G.M.L., who was given contract for construction of roads in the underground of Murpar colliery by party no. 1 (a) and BG ML engaged him from 11-8-1993 to 2-7-1996 as a Driller and that he was again engaged by party no. 1 (b), another contractor from 05-01-1997 to 28-12-2001.

8. It is well settled that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, it cannot be said that the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the

definition of the terms "contract labour", "establishment" and "workman" does not show that a legal relationship between a person employed in an industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that a combined reading of the terms "establishment" and workman shows that a workman engaged in an establishment would have direct relationship with the principal employer as a servant of Master. But that is true of a workman could not be correct of contract labour. The provisions of contract labour (Regulation and Abolition) Act, 1970 do not contemplate creation of direct relationship of master and servant between the principal employer and the contract labour. It is clear from the pleadings of the workman in the statement of claim and so also from his evidence on affidavit that he was never employed by the party no.1 (a) and he was employed by the contractors and the party no. 1(a) was not controlling or supervising the work of the workman. It is the definite stand taken by workman that he had been working under the contractors. It would, thus, in my opinion not lie in his mouth to take a contradictory and inconsistent plea that he was also the workman of the principal employer. To raise such a mutually destructive plea is impermissible in law and such mutually destructive plea should not be allowed to be raised even in an industrial adjudication. Hence, it cannot be said that the workman was the workman of the principal employer.

9. So far the termination of the services of the workman by the party no. 1(b) is concerned, I think it necessary to mention the principles enunciated by the Hon'ble Apex Court in this regard, before embarking upon the discussion of the merit of the case.

The Hon'ble Apex court, in the decision reported in AIR 1966 SC-75 (Employees, Digawadih Colliery Vs. Their workmen) have held that:-

"Though Section 25-F speaks of continuous service for not less than one year under the employer, if the workman has actually worked for 240 days during a period of 12 calendar months both the conditions are fulfilled. The definition of "Continuous Service" need not be read into Section 25-B. The fiction converts service of 240 days in a period of twelve calendar months into continuous service for one complete year. The amended Section 25-B only consolidates the provisions of Section 25(B) and 2(ecc) in one place, adding some other matters. The purport of the new provisions, however, is not different. In fact, the amendment of Section 25-F of the principal Act by substituting in clause (b) the words "for every completed year of continuous service" has removed a discordance between the unamended Section 25B and the unamended

Cl. (b) of Section 25-F. No uninterrupted service is necessary if the total service is 240 days in a period of twelve calendar months either before the several changes or after these. The only change in the Act is that this service must be during a period of twelve calendar months preceding the date with reference to which calculation has to be made. The last amendment has now removed a vagueness which existed in the unamended Section 25-B".

In the decision reported in AIR 1981 SC-1253 (Mehar Lal Vs. M/s. Bharat Electronics Ltd.), the Hon'ble Apex Court have held that,

"Industrial Disputes Act (14 of 1947). Section 25-B (1) and (2), Continuous service. Scope of sub-sections (1) and (2) is different, (words and phrases-Continuous Service).

Before a workman can complain of retrenchment being not in consonance with Section 25-F, he has to show that he has been in continuous service for not less than one year under that employer, who has retrenched him from service. Section 25-B as the dictionary clause for the expression "continuous". Both in principle and are precedent it must be held that Section 25-B (2) comprehends a situation where a workman to not in employment for a period of 12 calendar months, but has rendered for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of Section 25-B and chapter V-A".

The Hon'ble Apex Court in the decision reported in AIR 2003 SC-38 (M/s. Essen Deinay Vs. Rajeev Kumar) has held that:

"Industrial Disputes Act (14 of 1947)- S.25-F, 10-Retrenchment compensation-Termination of services without payment of -Dispute referred to Tribunal-Case of workman/workman that he had worked for 240 days

in a year preceding his termination. 'Claim denied by management- Onus lies upon workman to show that he had in fact worked for 240 days in a year. In absence of proof of receipt of salary workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination."

10. So, it is clear from the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above that for applicability of Section 25-F of the Act, it is necessary to prove that the workman worked for 240 days in preceding 12 calendar months commencing and counting backwards from the relevant date and the burden of such proof is upon the workman.

11. The present case at hand is now to be considered with the touch stone the principles enunciated by the Hon'ble Apex Court and it is to be found out if the workman has been able to prove that he had in fact worked at least for 240 days in a year preceding his termination. According to the workman, his services were orally terminated on 29-12-2001. So, it is necessary to prove that in the preceding twelve calendar months of 29-12-2001, the workman had worked for 240 days.

13. Except his oral evidence on affidavit, the workman has not produced any other evidence in support of his claim that he had actually worked for 240 days in the preceding 12 months of 29-12-2001. Thus the workman has failed to discharge the burden which was upon him.

As the workman has failed to satisfy the eligibility qualification prescribed in Section 25-F read with Section 25-B of the Act, the provisions of Section 25-F are not applicable to his case and as such, he is not entitled for any relief.

ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer